
City of Grand Island



Tuesday, August 27, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Dan O'Neill, Abundant Life Christian Center, 3411 West Faidley Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-1

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.
dba Pump & Pantry #3, 2511 N. Diers Avenue for a Class “D”
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 27, 2013

Subject: Public Hearing on Requests from Bosselman Pump & Pantry, Inc. dba:
Pump & Pantry #3, 2511 N. Diers Avenue
Pump & Pantry #6, 3355 West Stolley Park Road
Pump & Pantry #10, 3212 South Locust Street
Pump & Pantry #15, 2028 E. Highway 30
for Class "D" Liquor Licenses

Item #'s: E-1, E-2, E-3, E-4, I-1, I-2, I-3 & I-4

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Bosselman Pump & Pantry, Inc. dba Pump & Pantry #3, 2511 N. Diers Avenue; Pump & Pantry #6, 3355 West Stolley Park Road; Pump & Pantry #10, 3212 South Locust Street; and Pump & Pantry #15, 2028 E. Highway 30 have submitted applications for Class “D” Liquor Licenses. Currently these four locations have a Class “B” Liquor License which is for beer off sale only. A Class “D” Liquor License allows for the sale of all alcohol off sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments.

Also submitted with the application was a request from Brian Fausch, 2009 W. Hwy 34 for a Liquor Manager Designation.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

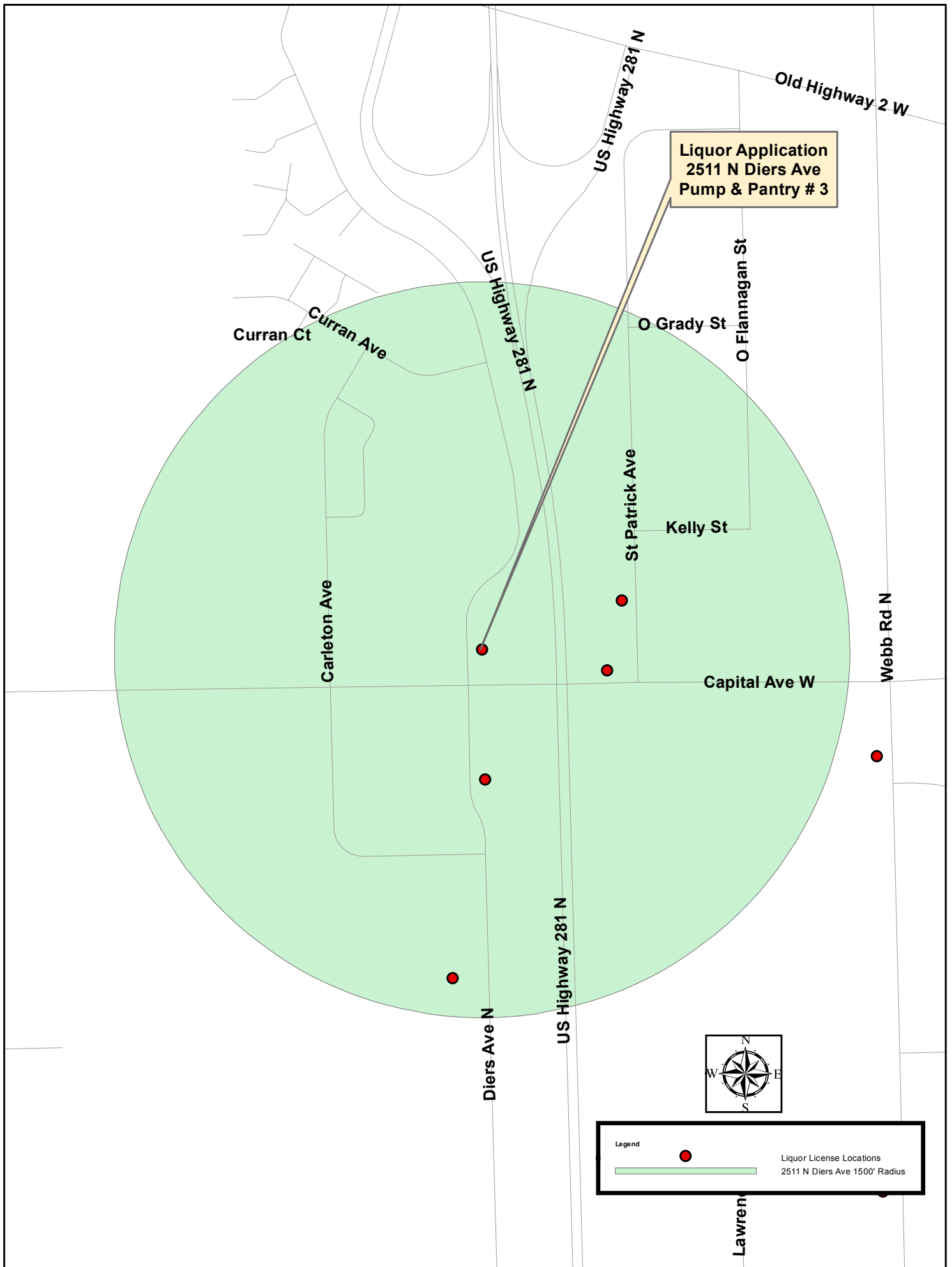
1. Approve the applications.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the applications.

Recommendation

Based on the Nebraska Liquor Control Commission’s criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve these applications.

Sample Motion

Move to approve the applications for Bosselman Pump & Pantry, Inc. dba Pump & Pantry #3, 2511 N. Diers Avenue; Pump & Pantry #6, 3355 West Stolley Park Road; Pump & Pantry #10, 3212 South Locust Street; and Pump & Pantry #15, 2028 W. Highway 30 for Class “D” Liquor Licenses and Manager Designation for Brian Fausch, 2009 W Hwy 34 contingent upon completion of a state approved alcohol server/seller training program.



08/14/13
14:20

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 14:47:10 08/09/2013
Occurred before : 14:47:10 08/09/2013
When reported : 14:47:10 08/09/2013
Date disposition declared : 08/09/2013
Incident number : L13081250
Primary incident number :
Incident nature : Liquor Lic Inv Liquor License
Investigation
Incident address : 3123 Stolley Park Rd W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD Grand Island Police Department
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 7446
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L12073982	08/09/13	Liquor Lic Inv	Related
NM	5453	08/14/13	Bosselman, Brandi K	Involved
NM	17868	08/14/13	Bosselman, Charles D Jr	Involved
NM	23148	08/14/13	Bosselman, Laura	Involved
NM	51098	08/14/13	Bosselman, Janet K	Involved
NM	65426	08/14/13	Lofing, James D	Involved
NM	66141	08/14/13	Fausch, Lori	Involved
NM	43709	08/09/13	Fausch, Brian T	Liquor Manager
NM	51767	08/09/13	Pump & Pantry; #15,	Store Involved
NM	55236	08/09/13	Pump & Pantry; #10,	Store Involved
NM	59519	08/09/13	Pump & Pantry; #3,	Store Involved
NM	60231	08/09/13	Pump & Pantry #6,	Store Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT07	Convenience Store	

LAW INCIDENT NARRATIVE:

Some of the Pump & Pantry Stores are Requesting to Change Their Liquor License from a Class B to a Class D License.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:43:10 08/14/2013

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Aug 14 13:43:20 CDT 2013
Reporting Officer: Vitera
Unit- CID

Pump & Pantry store # 3 (Capital & Diers), # 6 (Stolley & Hwy 281), # 10 (Locust & Hwy 34), and # 15 (2024 E. Hwy. 30) are requesting to change their liquor license from a Class B (beer off sale only) to a Class D (beer, wine, & distilled spirits off sale only) license.

I checked all the applicants through Spillman and NCJIS and didn't locate any new criminal charges that would preclude anyone from getting a new license. Brian Fausch is the current liquor manager and will remain the liquor manger with the new license. Brian and his wife, Lori didn't have any new convictions either.

There are numerous Pump & Pantry stores within the city limits of Grand Island. Besides occasionally failing a compliance check, the police department doesn't encounter many problems at the stores.

Since all of the stores already have a liquor license, the Grand Island Police Department doesn't object to the addition of wine and distilled spirits being sold off sale. Also, we don't have any reason to object to Brian Fausch remaining as the liquor manager.



City of Grand Island

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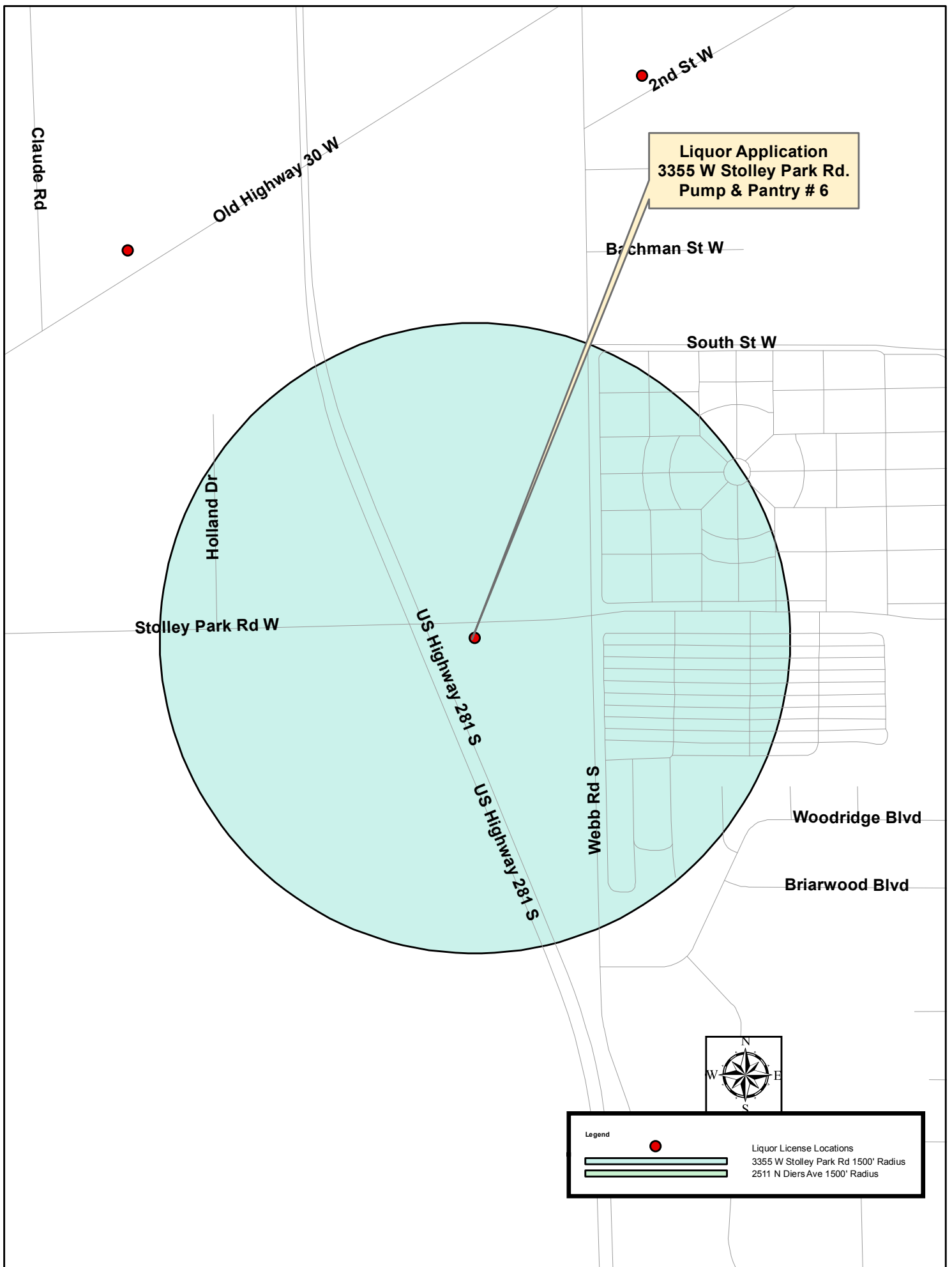
Council Session

Item E-2

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.
dba Pump & Pantry #6, 3355 West Stolley Park Road for a Class
“D” Liquor License**

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: RaNae Edwards





City of Grand Island

Tuesday, August 27, 2013

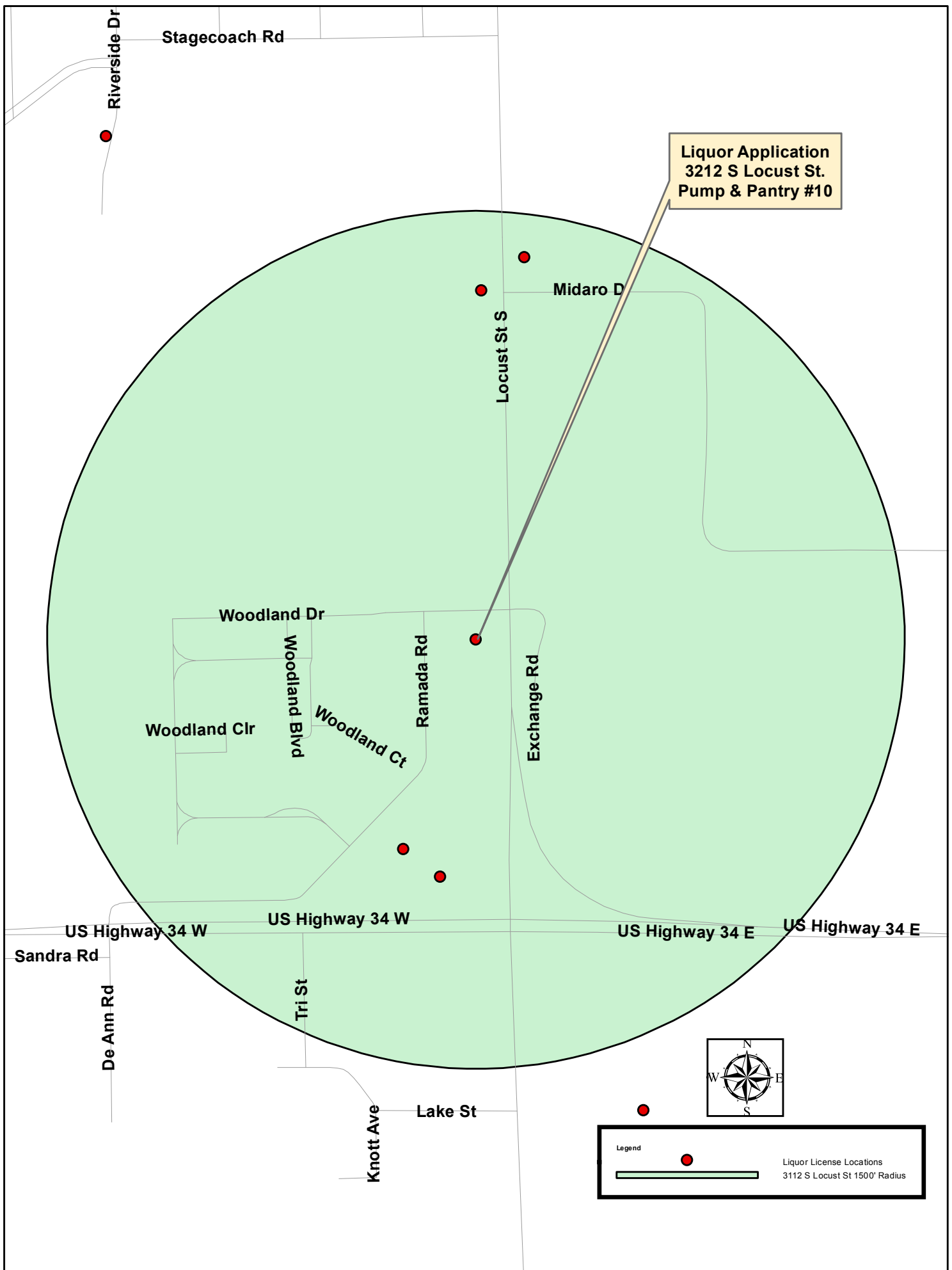
Council Session

Item E-3

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.
dba Pump & Pantry #10, 3212 South Locust Street for a Class “D”
Liquor License**

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: RaNae Edwards





City of Grand Island

Tuesday, August 27, 2013

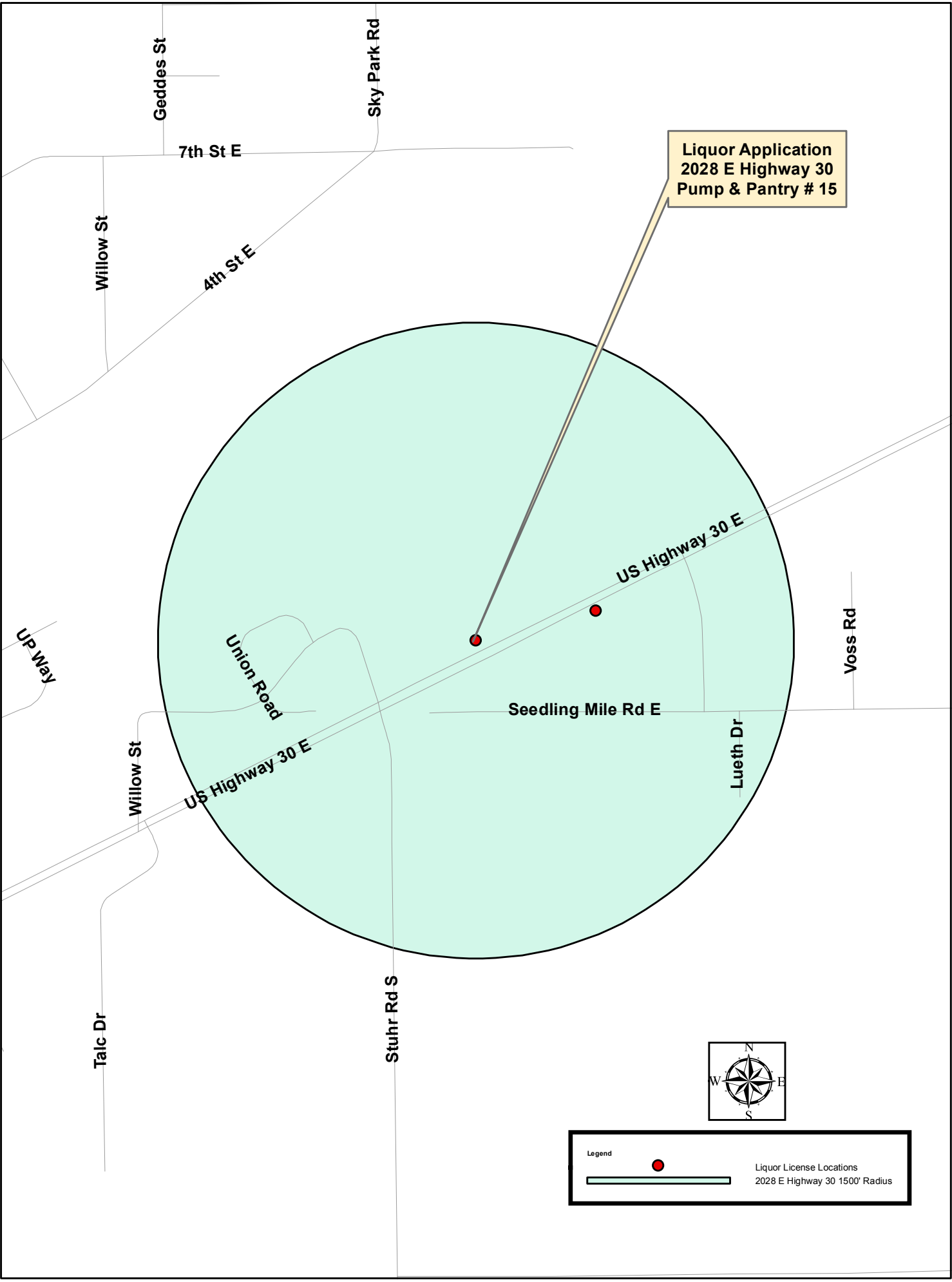
Council Session

Item E-4

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.
dba Pump & Pantry #15, 2028 E. Highway 30 for a Class “D”
Liquor License**

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: RaNae Edwards





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-5

**Public Hearing on Acquisition of Utility Easement - Lots 1 through
26 - Westwood Park 12th Subdivision - Ratliff**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 27, 2013

Subject: Acquisition of Utility Easement – Lot 1 through Lot 26, Westwood Park Twelfth Subdivision - Ratliff

Item #'s: E-5 & G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Curt L. Ratliff, located through Lot 1 – Lot 26 along Redwood Road and Westwood Circle, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The plans for Westwood Park Subdivision were started over 20 years ago. The plans did not include the easements used today to locate the electric utilities. Each new subdivision added the easements prior to filing. The Twelfth Subdivision failed to locate electric transformers, cable, and other appurtenances to serve the 26 lots of Westwood Park Twelfth Subdivision. To make room for these, separate easements now need to be acquired.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

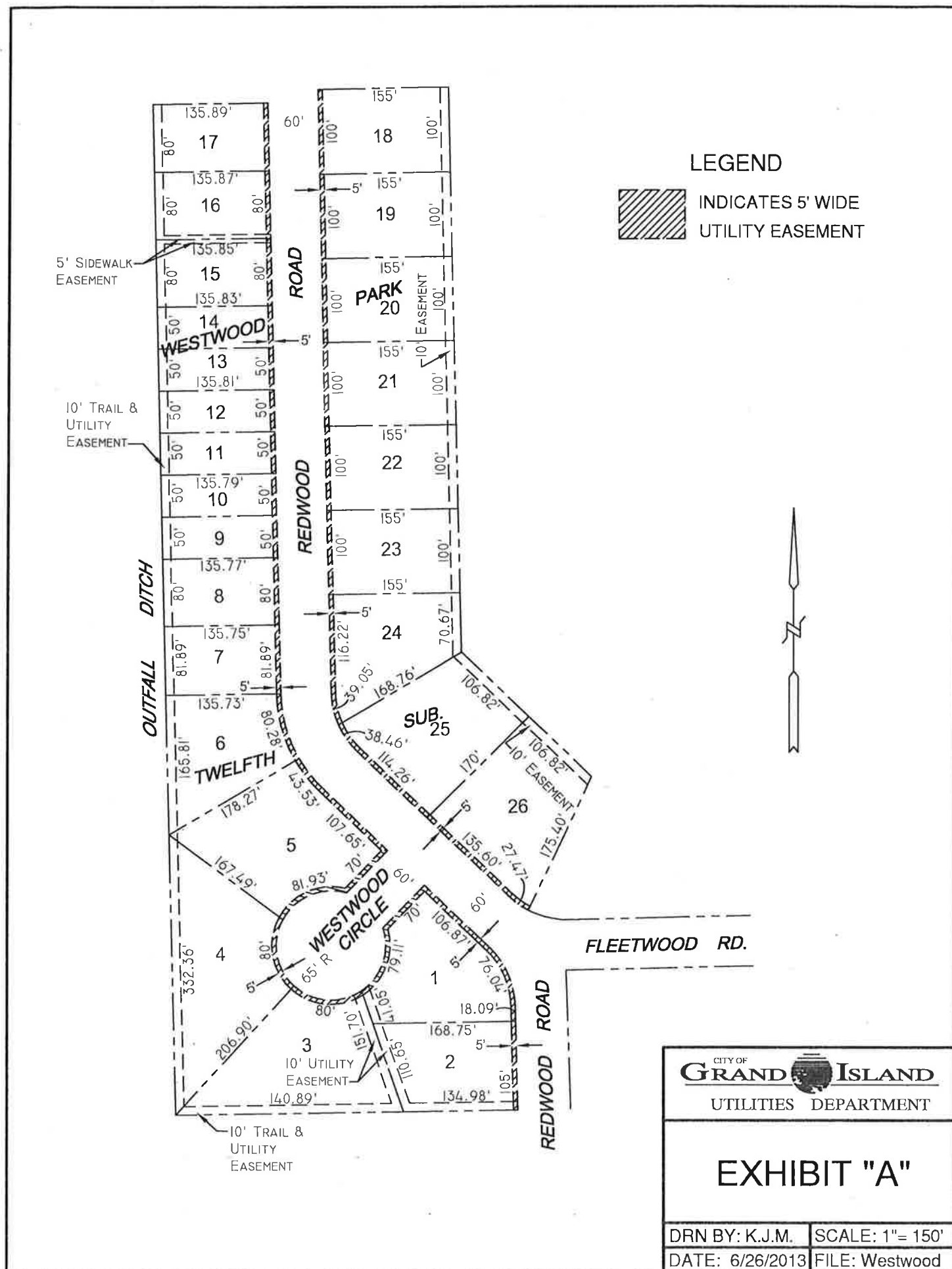
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-6

Public Hearing on Acquisition of Utility Easement - Part of Lot One and Lot Two, Dinsdale Subdivision - Dinsy, L.L.C.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 27, 2013

Subject: Acquisition of Utility Easement – Between Webb Road and Hwy. 281, North of Stolley Park Road – Dinsy, LLC

Item #'s: E-6 & G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Dinsy, L.L.C. located through a part of Lot One (1) and Lot Two (2) Dinsdale Subdivision, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to provide a looped feed for electrical service to the new Dinsdale GMC building and underground for the existing building.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

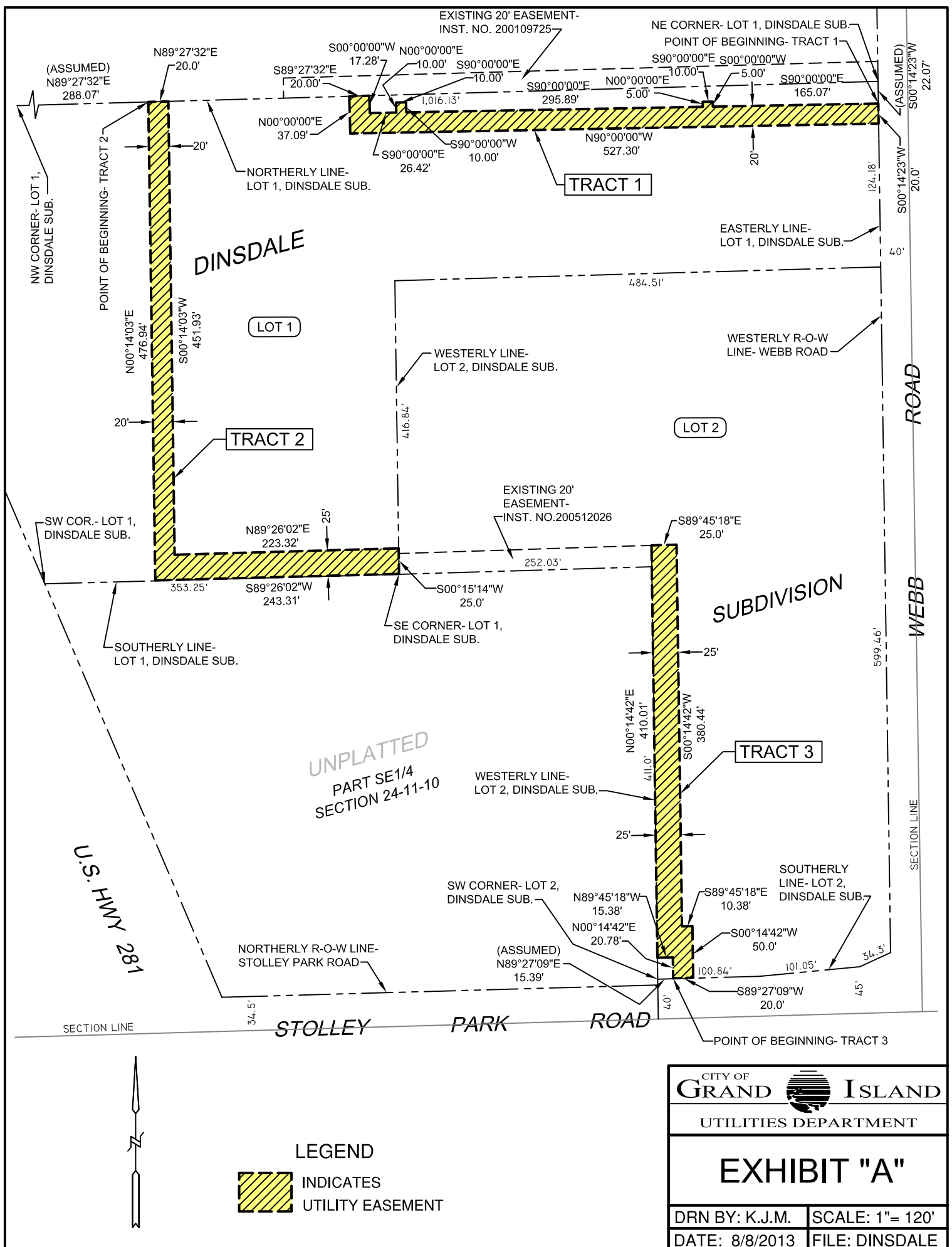
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-7

Public Hearing on Acquisition of Utility Easement - 1612 S. Webb Road - Mead Building Center

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: August 27, 2013

Subject: Acquisition of Utility Easement – 1612 S. Webb Road –
Mead Building Centers of Grand Island Real Estate,
L.L.C.

Item #'s: E-7 & G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property Mead Building Centers of Grand Island Real Estate, L.L.C., north of Stolley Park Road, and east of Webb Road at 1612 S. Webb Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used for underground power lines and public water main to serve the Mead Lumber Center at 1612 S. Webb Road, and the new Dinsdale Autoplex at 1706 S. Webb Road.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

HIGHWAY 281

ESTATES SUBDIVISION

LOT 2

TRACT 2

SOUTHERLY LINE OF EXISTING
ACCESS AND UTILITY EASEMENT
TO LEASE AREA DESCRIBED IN
DOC. NO. 200503899

TRACT 1

ACCESS AND UTILITY EASEMENT

SE CORNER- LOT 2,
HIGHWAY 281 ESTATES SUB.

SW CORNER-
LOT 2, HIGHWAY 281
ESTATES SUB.

POINT OF BEGINNING- TRACT 2

(ASSUMED)
N89°27'32"E
288.07'

N89°27'32"E
135.0'
S89°27'32"W
135.0'

N00°00'00"E
20.00'

WESTERLY LINE
OF EXISTING 20'
WIDE EASEMENT
DOC. NO. 200109725

POINT OF
BEGINNING-
TRACT 1

SOUTHERLY LINE-
LOT 2, HIGHWAY 281
ESTATES SUB.

EXISTING 20' EASEMENT-
DOC. NO. 200109725

EASTERLY LINE-
LOT 1, DINSDALE SUB.

DINSDALE

SUBDIVISION

LOT 1

LOT 2

ROAD

WEBB

STOLLEY PARK ROAD

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND

UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1"= 120'

DATE: 8/8/2013

FILE: DINSDALE



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-8

Public Hearing on Property Sales and Acquisitions in the Sterling Estates Fourth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 27, 2013

Subject: Property Exchange - Part of Sterling Estates 4th Subdivision

Item #'s: E-8, F-1 thru F-4 and G-7

Presenter(s): Chad Nabity, Regional Planning Director

Background

In 2009, the City of Grand Island purchased 6.75 acres of ground for a park within the area to be developed as the Sterling Estates Subdivision south of Capital Avenue and west of the Moore's Creek Drainway. In June of 2013 the adjoining property owners, from whom the park land was purchased, submitted a plat for the Sterling Estates Fourth Subdivision. In order to accommodate the planned lots the owners have requested that the City exchange a 10 foot wide strip of property along the south side of the strip reserved to connect the park to the bike trail for a 10 foot wide strip along the north side of that same strip. This is an even exchange for the property. The developers have also agreed to plat the park property as part of Sterling Estates 4th Subdivision.

Discussion

The attached maps and copy of the Sterling Estates 4th Subdivision identify the property involved in the proposed exchange. The City will be exchanging Tract A for Tract B and Tract D for Tract C. Tracts A and B are identical in size and Tracts C and D are identical in size. Council will consider two ordinances to sell property and 2 ordinances to acquire property. These ordinances are subject to 30 day remonstrance period should any citizen feel that the exchange is unfair to the City. A resolution has been prepared for Council approval that authorizes the Mayor and City Staff to complete this transaction once the remonstrance period has ended.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

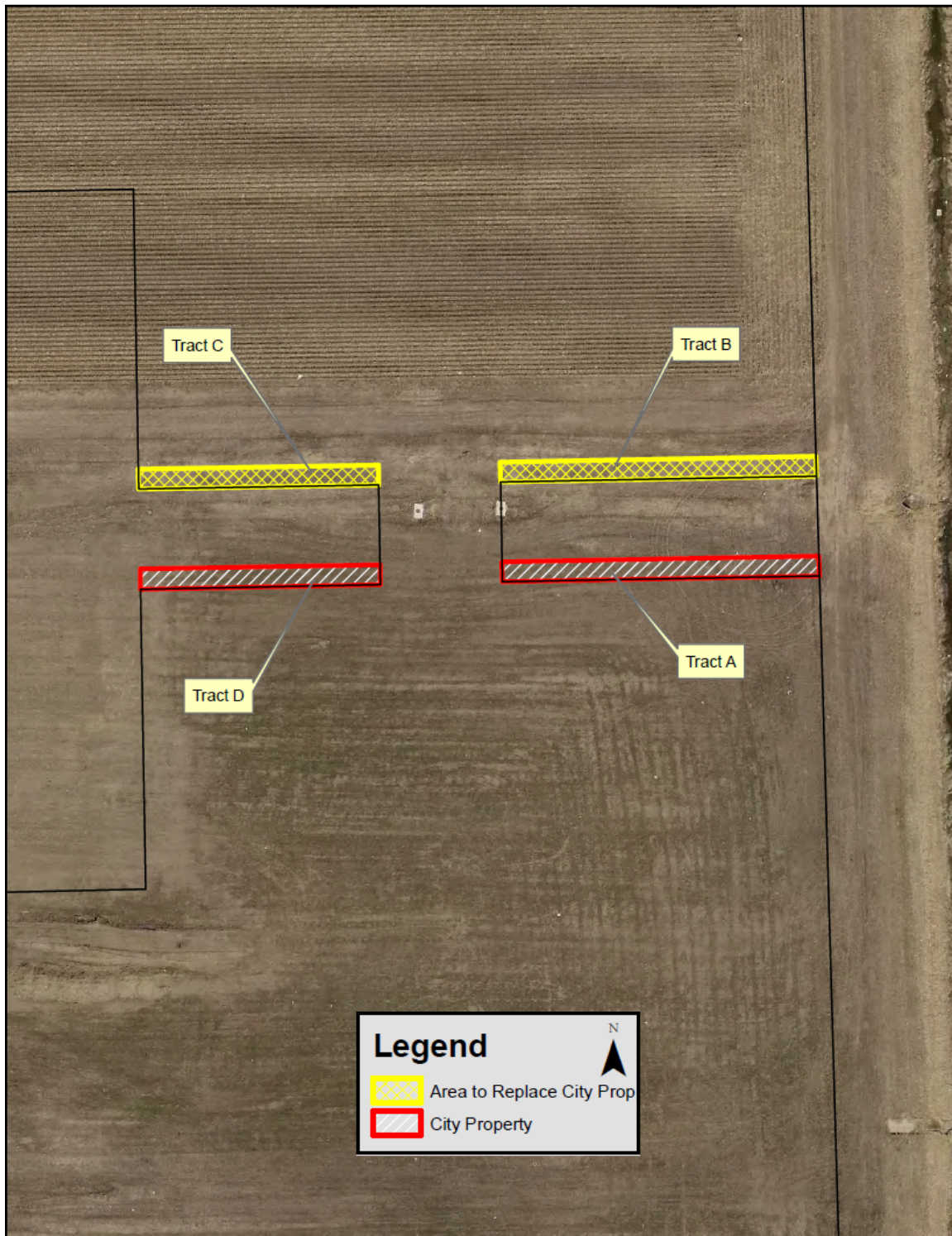
City Administration recommends that the Council approve the ordinances and resolution as presented.

Sample Motion

Move to approve the Ordinances as presented.

Move to approve the Resolution as presented.







City of Grand Island

Tuesday, August 27, 2013

Council Session

Item E-9

**Public Hearing on Annexation of Property Located at the Corner
of W. Phoenix Street and Lincoln Avenue (Clark Gauthier)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: August 27, 2013

Subject: An Ordinance to Annex Property Located North of Phoenix Avenue and West of Lincoln Avenue into the City of Grand Island, Nebraska along with all Adjoining Right-of -Way and/or Easements for Road or Trail Purposes

Item #'s: E-9 & F-5

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that: County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Clark Gauthier, owner of property located at 1104 W Phoenix Street has sent a petition to the Hall County Board of Supervisors requesting that this property be removed from the County Industrial Tract per NRSS §13-1119. Hall County held a public hearing and passed a resolution to remove the property from the County Industrial Tract on July 16, 2013. Mr. Gauthier has also requested that the City consider annexation of this property.

On July 17, 2013 the City Clerk received a request from Sheila Hulme acting as an agent for Mr. Gauthier asking that the City consider annexation of this property per NRSS §16-117 (7). The City is able to annex this property as it has been removed from the County Industrial Tract.

Based on the requests from Mr. Gauthier to remove the property from the County Industrial Tract and to annex the property into the City, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction of the City as the County Industrial Tracts are entirely surrounded by the municipal limits of Grand Island.

No existing residences would be added to the City as a result of this annexation.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.

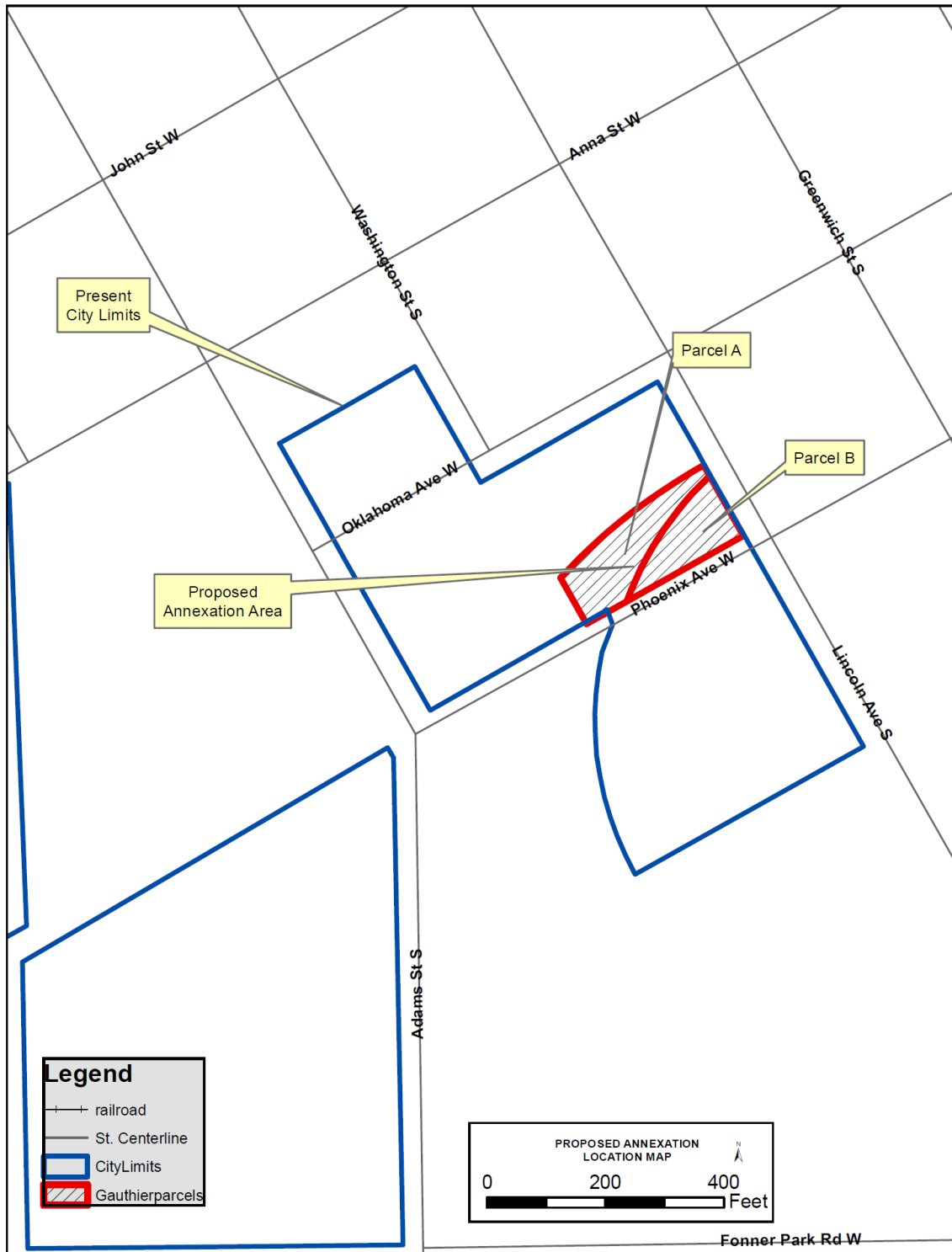
Exhibit A

Legal description as follows:

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska and also being part of former Block Ten (10), South Park Addition (now vacated) and being more particularly described as follows: Beginning at the Southeast corner of Block Ten (10), thence running Southwesterly along the Southerly line of former Block Ten (10) a distance of 226.83 feet to a point that is 12.5 feet radially distant Southeasterly from the center line of the railroad track; thence running Northeasterly along a line 12.5 feet radially distance Southeasterly from the center line of a railroad tract; said tract being curved, concave with a radius of 573.7 feet, a chord distance of 253.99 feet to a point Southeasterly along the Easterly line of former Block Ten (10), thence running Southeasterly along the Easterly line of former Block Ten (10), a distance of 116.48 feet to the point of beginning in Hall County, Nebraska AND

All that portion of Burlington Northern Railroad Company's (formerly Chicago, Burlington & Quincy Railroad Company) property at City of Grand Island, Nebraska, located on the Belt Line Right of Way, now discontinued, located upon, over and across that part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska formerly Block Ten (10) of South Park Addition to the City of Grand Island, Hall County, Nebraska now vacated and that part of vacated Washington Street in said City of Grand Island, bounded on the Southerly side by the North Line of Phoenix Street in said City of Grand Island, Hall County, Nebraska, as per the recorded plat thereof; bounded on the Westerly side by the West line of said vacated Washington Street, bounded on the Northwestern side by said Belt Line Main Track centerline as formerly located, bounded on the Easterly side by the East line of said vacated Block Ten (10) and bounded on the Southeasterly side by a line 12.5 feet radially distant Southeasterly of the centerline of said Railroad Company's most Southeasterly tract as formerly located, the centerline of which would cross the Easterly line of said Vacated Block Ten (10), a distance 128.94 feet Northwesternly of the Southeasterly corner of said vacated Block Ten (10) and which would cross the Southerly line of said vacated Block Ten (10), a distance of 247.7 feet Southwesterly of said Southeasterly corner and which extends between said Easterly line and said Southerly line along a curved line, concave Southeasterly with a radius of 573.7 feet

EXCEPTING a certain tract more particularly described Quit Claim Deed recorded as Document No. 96-103345





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item F-1

#9440 - Consideration of Sale of Real Estate to Neidfelt Property Management, LLC (Tract A)

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO.9440

An ordinance directing and authorizing the sale of real estate to Neidfelt Property Management, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island, Nebraska, will convey to Neidfelt Property Management, LLC, a tract of land legally described as:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,504.28 feet to the Point of Beginning; thence N89°07'20"W for a distance of 158.48 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of

Approved as to Form ☐ _____
August 23, 2013 ☐ City Attorney

ORDINANCE NO. 9440 (Cont.)

158.38 feet to a point on said West line of the Drainage Right-of-Way; thence S00°15'38"W along said West line, a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,584 square feet or 0.03 acres more or less.

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make,

ORDINANCE NO. 9440 (Cont.)

execute and deliver to Neidfelt Property Management, LLC, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

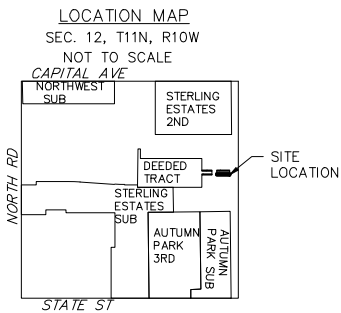
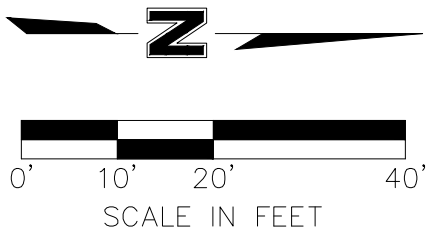
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



LEGEND

- SECTION CORNER
- SECTION LINE
- DEEDED LINE
- RIGHT OF WAY LINE
- TRACT AREA
- MEASURED DISTANCE
- DEEDED DISTANCE

TRACT A
1584 SQ.FT.
0.04 ACRES

DEEDED CITY OF GRAND
ISLAND TRACT OF LAND
(INSTRUMENT NO.
0200905078
DATED 6/24/2009)

LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°07'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 90.03 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY (R.O.W.); THENCE N00°15'38"E, ALONG SAID WEST LINE, A DISTANCE OF 1504.28 FEET TO THE POINT OF BEGINNING; THENCE N89°07'20"W FOR A DISTANCE OF 158.48 FEET; THENCE N00°52'40"E A DISTANCE OF 10.00 FEET; THENCE S89°07'20"E A DISTANCE OF 158.38 FEET TO A POINT ON SAID WEST LINE OF THE DRAINAGE RIGHT-OF-WAY; THENCE S00°15'38"W, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1584 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

DWC: F:\projects\013-1214\Final Plots\STERLINGCS 4TH\0131214-CITY EAST_SR.dwg USER: lwheeler
DATE: Jul 12, 2013 11:14am XREFS: MASTERXREF_ROW

PROJECT NO: 2013-1214	STERLING ESTATES FOURTH SUBDIVISION		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				A
DATE: 07/09/13				



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item F-2

#9441 - Consideration of Acquisition of Real Estate from Neidfelt Property Management, LLC (Tract B)

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9441

An ordinance directing and authorizing the purchase of real estate from Neidfelt Property Management, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island, Nebraska, will purchase from Neidfelt Property Management, LLC a tract of land legally described as:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,554.28 feet to the Point of Beginning; thence N89°07'20"W for a distance of 157.95 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of

Approved as to Form ☐ _____
August 23, 2013 ☐ City Attorney

ORDINANCE NO. 9441 (Cont.)

157.84 feet to a point on said West line of the Drainage Right-of-Way; thence S00°15'28"W, along said West line, a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,579 square feet or 0.04 acres more or less.

SECTION 2. In consideration for such conveyance the City shall pay Neidfelt Property Management, LLC, the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, Neidfelt Property

ORDINANCE NO. 9441 (Cont.)

Management, LLC, shall make, execute and deliver to the City of Grand Island, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

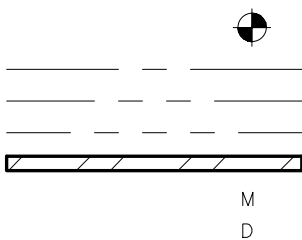
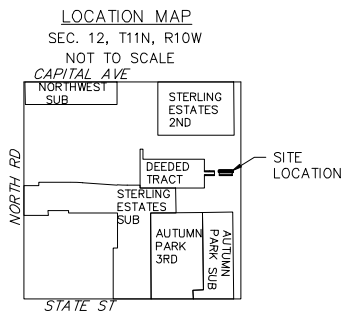
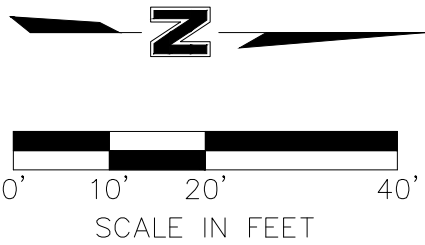
SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 27, 2013

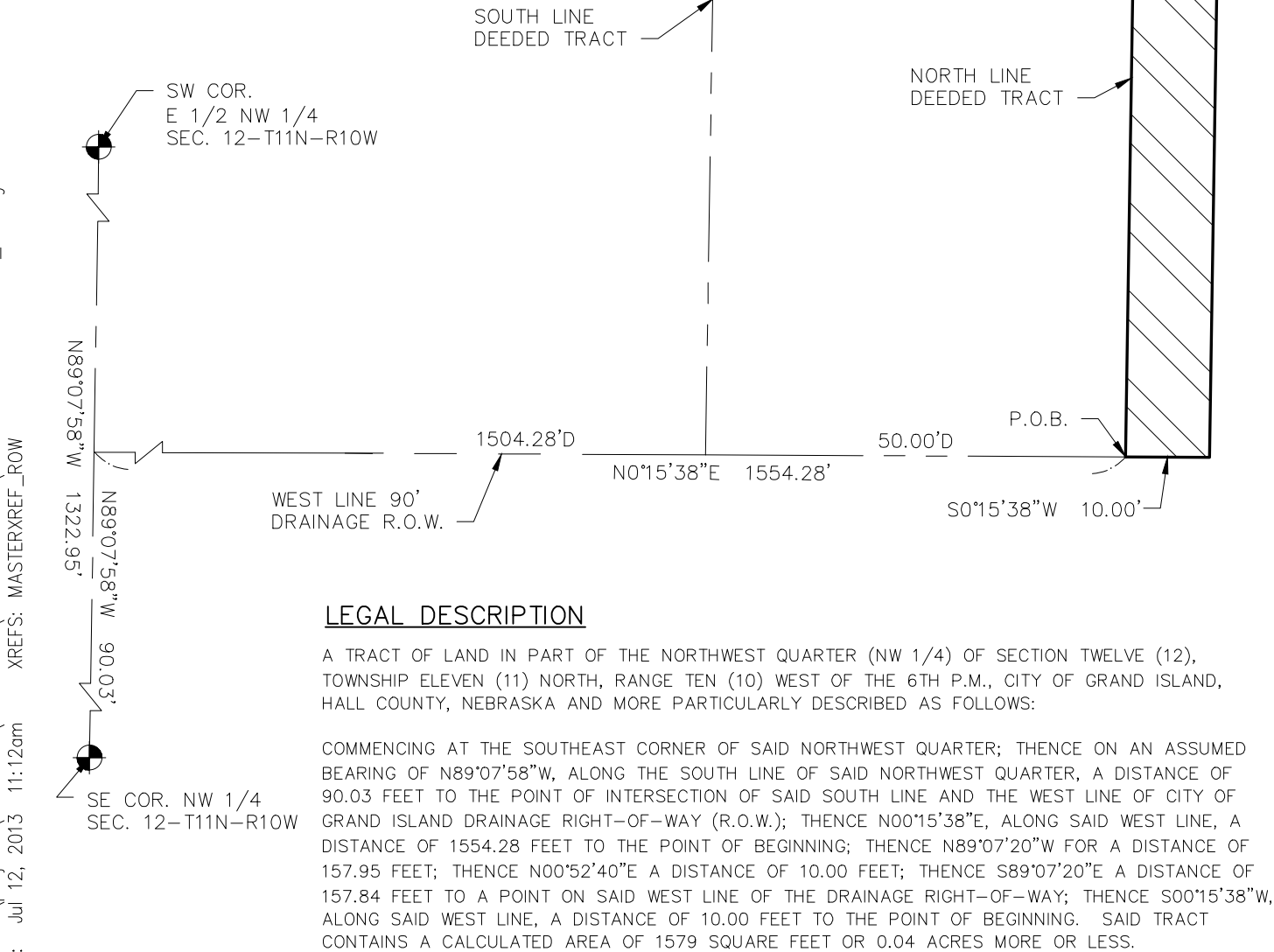
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



- LEGEND**
- SECTION CORNER
 - SECTION LINE
 - DEEDED LINE
 - RIGHT OF WAY LINE
 - TRACT AREA
 - MEASURED DISTANCE
 - DEEDED DISTANCE



LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°07'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 90.03 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY (R.O.W.); THENCE N00°15'38"E, ALONG SAID WEST LINE, A DISTANCE OF 1554.28 FEET TO THE POINT OF BEGINNING; THENCE N89°07'20"W FOR A DISTANCE OF 157.95 FEET; THENCE N00°52'40"E A DISTANCE OF 10.00 FEET; THENCE S89°07'20"E A DISTANCE OF 157.84 FEET TO A POINT ON SAID WEST LINE OF THE DRAINAGE RIGHT-OF-WAY; THENCE S00°15'38"W, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1579 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

DWC: F:\projects\013-1214\Final Plots\STERLINGCS 4TH\0131214-NEIDFELT EAST_SR.dwg
DATE: Jul 12, 2013 11:12am
USER: lwheeler
XREFS: MASTERXREF_ROW

PROJECT NO: 2013-1214	STERLING ESTATES FOURTH SUBDIVISION		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				B
DATE: 07/09/13				



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item F-3

#9442 - Consideration of Acquisition of Real Estate from Neidfelt Property Management, LLC (Tract C)

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9442

An ordinance directing and authorizing the purchase of real estate from Neidfelt Property Management, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island, Nebraska, will purchase from Neidfelt Property Management, LLC a tract of land legally described as:

A tract of land in part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW $\frac{1}{4}$); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,554.28 feet; thence N89°07'20"W for a distance of 217.95 feet to the Point of Beginning; thence N89°07'20"W for a distance of 120.00 feet; thence N00°52'40"E a

Approved as to Form ☐ _____
August 23, 2013 ☐ City Attorney

ORDINANCE NO. 9442 (Cont.)

distance of 10.00 feet; thence S89°07'20"E a distance of 120.00 feet; thence S00°52'20"W a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated area of 1,200 square feet or 0.03 acres more or less.

SECTION 2. In consideration for such conveyance the City shall pay Neidfelt Property Management, LLC, the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, Neidfelt Property Management, LLC, shall make, execute and deliver to the City of Grand Island, a warranty deed

ORDINANCE NO. 9442 (Cont.)

for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

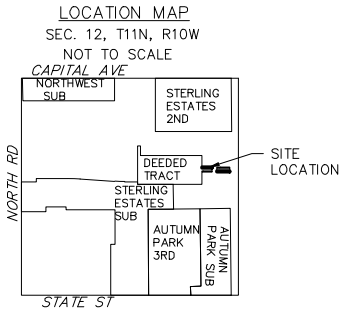
Enacted: August 27, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

DWC: F:\projects\013-1214\Final Plots\STERLINGCS 4TH\0131214-NEIDFELT WEST_SR.dwg
DATE: Jul 12, 2013 11:11am
USER: lwheeler
XREFS: MASTERXREF_ROW



TRACT C
1200 SQ.FT.
0.03 ACRES

DEEDED CITY OF GRAND ISLAND
TRACT OF LAND
(INSTRUMENT NO. 0200905078
DATED 6/24/2009)

SOUTH LINE
DEEDED TRACT

NORTH LINE
DEEDED TRACT

SW COR.
E 1/2 NW 1/4
SEC. 12-T11N-R10W

P.O.B.

S0°52'40"W 50.00'(D)

S0°52'40"W 10.00'

WEST LINE 90'
DRAINAGE R.O.W.

N0°15'38"E 1554.28'

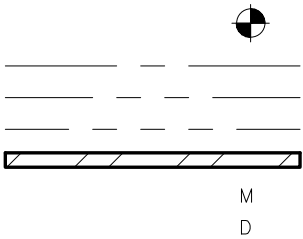
SE COR. NW 1/4
SEC. 12-T11N-R10W

LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°07'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 90.03 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY (R.O.W.); THENCE N00°15'38"E, ALONG SAID WEST LINE, A DISTANCE OF 1554.28 FEET; THENCE N89°07'20"W A DISTANCE OF 217.95 FEET TO THE POINT OF BEGINNING; THENCE N89°07'20"W FOR A DISTANCE OF 120.00 FEET; THENCE N00°52'40"E A DISTANCE OF 10.00 FEET; THENCE S89°07'20"E A DISTANCE OF 120.00 FEET; THENCE S00°52'20"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1200 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

LEGEND

- SECTION CORNER
- SECTION LINE
- DEEDED LINE
- RIGHT OF WAY LINE
- TRACT AREA
- MEASURED DISTANCE
- DEEDED DISTANCE



PROJECT NO: 2013-1214
DRAWN BY: LJW
DATE: 07/09/13

STERLING ESTATES
FOURTH SUBDIVISION



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT
C



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item F-4

#9443 - Consideration of Sale of Real Estate to Neidfelt Property Management, LLC (Tract D)

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9443

An ordinance directing and authorizing the sale of real estate to Neidfelt Property Management, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The City of Grand Island, Nebraska, will convey to Neidfelt Property Management, LLC, a tract of land legally described as:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,504.28; thence N89°07'20"W a distance of 218.48 feet to the Point of Beginning; thence N89°07'20"W for a distance of 120.00 feet; thence N00°52'40"E a distance of

Approved as to Form ☐ _____
August 23, 2013 ☐ City Attorney

ORDINANCE NO. 9443 (Cont.)

10.00 feet; thence S89°07'20"E a distance of 120.00; thence S00°52'20"W a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated area of 1,200 square feet or 0.03 acres more or less.

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Neidfelt Property Management, LLC, a warranty deed for said real estate,

ORDINANCE NO. 9443 (Cont.)

and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

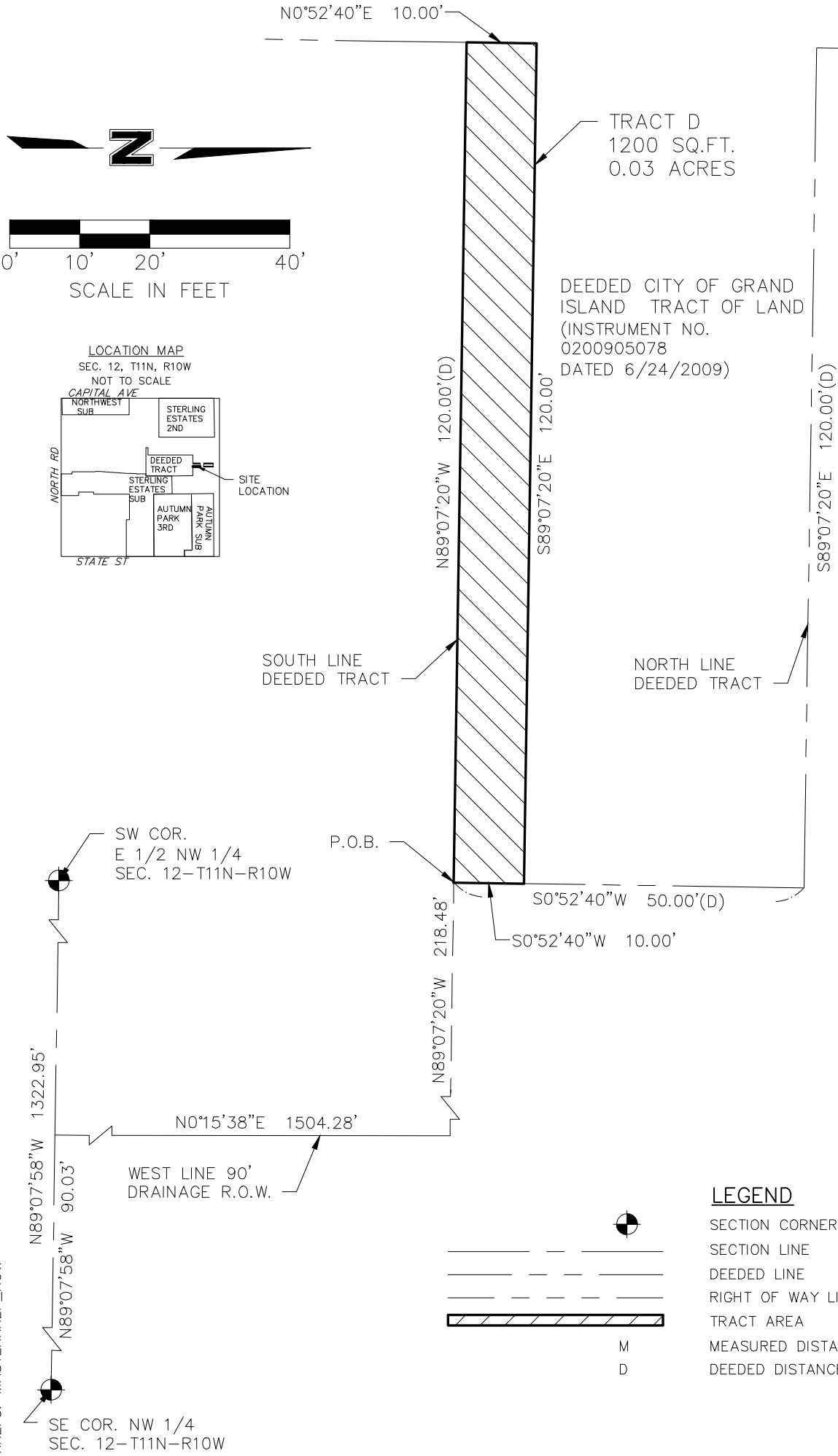
Enacted: August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

DWC: F:\projects\013-1214\Final Plots\STERLINGCS 4TH\0131214-CITY WEST_SR.dwg USER: lwheeler
DATE: Jul 12, 2013 11:13am XREFS: MASTERXREF_ROW



LEGAL DESCRIPTION

A TRACT OF LAND IN PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF N89°07'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 90.03 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY (R.O.W.); THENCE N00°15'38"E, ALONG SAID WEST LINE, A DISTANCE OF 1504.28 FEET; THENCE N89°07'20"W A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING; THENCE N89°07'20"W FOR A DISTANCE OF 120.00 FEET; THENCE N00°52'40"E A DISTANCE OF 10.00 FEET; THENCE S89°07'20"E A DISTANCE OF 120.00 FEET; THENCE S00°52'20"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1200 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

PROJECT NO: 2013-1214	STERLING ESTATES FOURTH SUBDIVISION		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				D
DATE: 07/09/13				



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item F-5

#9444 - Consideration of Annexation of Property Located at the Corner of W. Phoenix Street and Lincoln Avenue (Clark Gauthier) (First Reading)

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Chad Nabity

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9444

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land located north of Phoenix and west of Lincoln Avenue in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, Clark Gauthier as owner of the property submitted a request that the City Annex this property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages annexation of adjacent properties into the City; and

WHEREAS, Clark Gauthier has caused this property to be removed from the Hall County Industrial Area; and

WHEREAS, Hall County has removed the property from the Hall County Industrial Area, and

Approved as to Form	<input type="checkbox"/>	_____
August 23, 2013	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9444 (Cont.)

WHEREAS, according to NRSS §16-117 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on August 27, 2013, the City Council of the City of Grand Island approved such annexation on first reading.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. It is hereby found and determined that:

(A) The tracts of land described in Exhibit "A" are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9444 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed into the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect 15 days after its passage and upon publication, in pamphlet form, as provided by law.

Enacted: August 27, 2013.

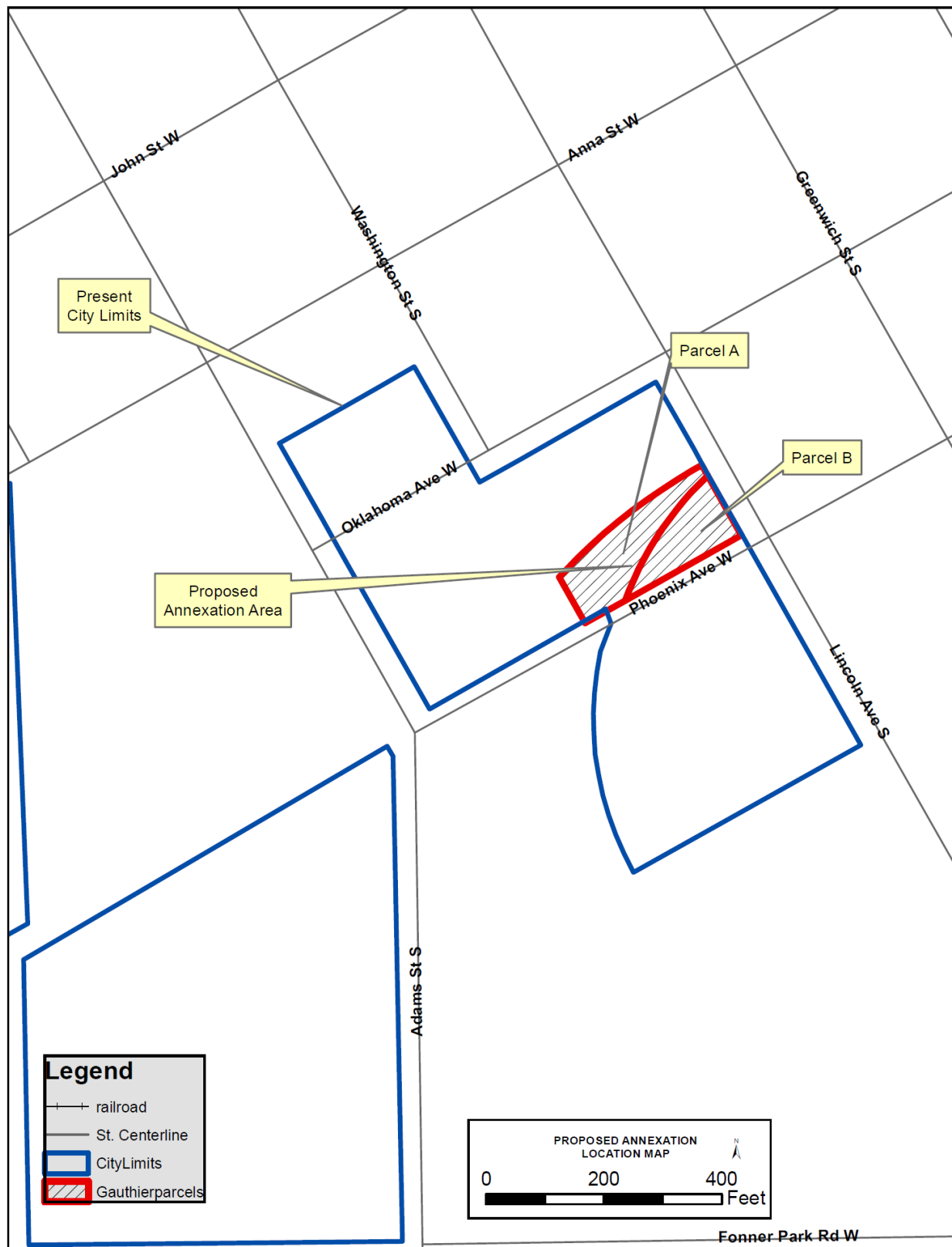
ORDINANCE NO. 9444 (Cont.)

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9444 (Cont.)



ORDINANCE NO. 9444 (Cont.)

Exhibit A

A tract of land comprising a part of the Northeast Quarter (NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska and also being part of former Block Ten (10), South Park Addition (now vacated) and being more particularly described as follows: Beginning at the Southeast corner of Block Ten (10), thence running Southwesterly along the Southerly line of former Block Ten (10) a distance of 226.83 feet to a point that is 12.5 feet radially distant Southeasterly from the center line of the railroad track; thence running Northeasterly along a line 12.5 feet radially distance Southeasterly from the center line of a railroad tract; said tract being curved, concave with a radius of 573.7 feet, a chord distance of 253.99 feet to a point Southeasterly along the Easterly line of former Block Ten (10), thence running Southeasterly along the Easterly line of former Block Ten (10), a distance of 116.48 feet to the point of beginning in Hall County, Nebraska AND

All that portion of Burlington Northern Railroad Company's (formerly Chicago, Burlington & Quincy Railroad Company) property at City of Grand Island, Nebraska, located on the Belt Line Right of Way, now discontinued, located upon, over and across that part of the West Half of the Northeast Quarter (W1/2NE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska formerly Block Ten (10) of South Park Addition to the City of Grand Island, Hall County, Nebraska now vacated and that part of vacated Washington Street in said City of Grand Island, bounded on the Southerly side by the North Line of Phoenix Street in said City of Grand Island, Hall County, Nebraska, as per the recorded plat thereof; bounded on the Westerly side by the West line of said vacated Washington Street, bounded on the Northwesterly side by said Belt Line Main Track centerline as formerly located, bounded on the Easterly side by the East line of said vacated Block Ten (10) and bounded on the Southeasterly side by a line 12.5 feet radially distant Southeasterly of the centerline of said Railroad Company's most Southeasterly tract as formerly located, the centerline of which would cross the Easterly line of said Vacated Block Ten (10), a distance 128.94 feet Northwesterly of the Southeasterly corner of said vacated Block Ten (10) and which would cross the Southerly line of said vacated Block Ten (10), a distance of 247.7 feet Southwesterly of said Southeasterly corner and which extends between said Easterly line and said Southerly line along a curved line, concave Southeasterly with a radius of 573.7 feet

EXCEPTING a certain tract more particularly described Quit Claim Deed recorded as Document No. 96-103345



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-1

Approving Minutes of August 8, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 8, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 8, 2013. Notice of the meeting was given in the *Grand Island Independent* on August 2, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Linna Dee Donaldson, and Bob Niemann. Councilmembers Vaughn Minton and Chuck Haase were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

INVOCATION given by Community Youth Council member Jordyn Barnett followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Jordyn Barnett.

SPECIAL ITEMS:

Wastewater Budget for 2013-2014. Public Works Director John Collins introduced Wastewater Treatment Plant (WWTP) Engineer Marvin Strong who reviewed the operating revenue which totaled \$9,269,817. This included the sewer rate increase. General operations were \$4,058,095 which included staff, operating, and debt service. The Treatment, compost and capital budget totaled \$32,627,430. Collections totaled \$1,215,154 for a total expense budget of \$37,900,679.

The following 2014 Capital Projects were reviewed:

- Headworks - \$15,054,000
- North Interceptor Phase 1 (WWTP to Sky Park Road and 7th Street) - \$10,362,086
- North Interceptor Phase 2b (Broadwell to Custer) - \$1,450,000
- US Highway 281 Tap District - \$2,410,000 (State Revolving Funds)
- Husker Highway - \$250,000
- Wildwood Subdivision - \$1,400,000
- Capital Outlay (Buildings, Vehicles, Machinery & Equipment) - \$209,000
- Sewer Rehabilitation - \$200,000
- Unknown Sewer Districts - \$100,000
- Lift Station #7 Repairs/Improvements - \$31,487
- Automation/Asset Management - \$100,000
- Utility Billing Software Allocation - \$164,931

The following 2013 Capital projects had been substantially completed:

- 4th and 5th Eddy to Vine

- Southwest Interceptor
- Lift Station #7 Repairs/Improvements
- Platte Valley Industrial Park
- Master Planning

Mentioned were savings in the 2014 projected operations and maintenance budget under WWTP Utility service electricity, contract services for sludge disposal and one vacant position which was eliminated.

Council complimented the WWTP staff on the progress and savings at the plant over the past year. Mr. Strong explained the Master Plan and Asset Management.

Solid Waste Budget for 2013-2014. Public Works Director John Collins introduced Solid Waste Superintendent Jeff Wattier who reported that the Solid Waste Division was an enterprise fund and received no funding from the General Fund. All revenues were generated from tipping fees. This was one of the few divisions with competition and served both residents and non-residents.

Mentioned was the Landfill Cell 3 expansion project would likely occur in 2016 or 2017. Since 2010 approximately 100,000 cubic yards of dirt had been hauled by the Landfill staff. Reviewed were the FY 2014 Budget Capital expenditures for the Transfer Station. Total budgeted expenses were \$2,684,141 and budgeted revenues were \$2,787,379. There were no FTE changes and a proposed 3% rate increase due to increased costs. The last increase occurred October 1, 2004.

Comments were made concerning eliminating the clean up cards and the positive response from the community.

Utility Budget for 2013-2014. Utilities Director Tim Luchsinger gave an overview of the 2014 Budgets for the Electric Department – Fund 520 and Water Department – Fund 525. Guidelines for the proposed budget were estimated on a conservative (low) revenue forecast and a conservative (high) operating cost. The goal was to maintain adequate cash reserves and manage controllable operating expenses and capital expenditures. The total Capital Budget for the Electric Capital Improvements was \$39,924,846. Future consideration was the Platte Generating Station Emission Controls planned for operation by May 2015.

Mr. Luchsinger stated there would be no rate increase in the electric department for 2013-2014. Utilities Accountant Darrin Buettner commented on the financials of the Electric Department. He stated we were in good shape due to cash reserves.

Mentioned were several projects completed over the past year. The total Water Capital improvements proposed for FY 2013-2014 were \$2,338,348 which included bond payments, Wasmer cell relocation, and Central NE Regional Airport upgrade and production improvements. No rate increases were expected in FY 2013-2014.

Mr. Luchsinger commented on the wireless meters.

2013-2014 Proposed Fee Schedule. Finance Director Jaye Monter reported on the proposed 2013-2014 Fee Schedule. Reviewed were those items in the fee schedule that were changed. Parks & Recreation Director Todd McCoy commented on the League fees, Lincoln Park Pool and Community Fieldhouse. Comments were made concerning the increase in fees for season passes at the Fieldhouse. Mr. McCoy stated the Fieldhouse was really busy.

Comments were made by Council concerning a decrease in fee for the Industrial Waste surcharges. Mr. Collins stated a rate study would be completed within the next month. It was suggested that the fee stay the same as last year.

Fire Chief Cory Schmidt commented on the firework and burn permits. Regional Planning Director Chad Nabity commented on the increase in fees for Blight Study Adoption, Redevelopment Plan Adoption, and Redevelopment Plan Amendment.

City Administrator Mary Lou Brown commented on the upcoming Council meetings for the 2013-2014 budget.

ADJOURNMENT: The meeting was adjourned at 9:16 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-2

Approving Minutes of August 13, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
August 13, 2013

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 13, 2013. Notice of the meeting was given in *The Grand Island Independent* on August 7, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Bob Niemann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Scott Dugan, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick and City Engineer and Public Works Director John Collins.

INVOCATION was given by Councilmember Peg Gilbert followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Price.

BOARD OF EQUALIZATION: Motion by Dugan, second by Donaldson, carried unanimously to adjourn to the Board of Equalization.

#2013-BE-5 – Determining Revision of Benefits for Water Main District 398T – North Road between Potash Hwy. and Stolley Park Road. Utilities Director Tim Luchsinger reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Water Main District No. 398T which was approved in 1992. Two parcels of land had been sold to Chief Industries, Inc. and had been re-platted as Lots 1-4, Chief/Westgate Subdivision. A revision of the benefits for Water Main District 398T in an amount of \$25,882.93 was recommended.

Motion by Nickerson, second by Niemann to approve Resolution #2013-BE-5. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Donaldson carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Public Right-of-Way, Permanent Easements and Temporary Easements for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project (State of Nebraska Department of Administrative Services). Public Works Director John Collins reported that to accommodate the public utilities and a widened roadway along Capital Avenue from Webb Road to Broadwell Avenue it was requested that public right-of-way, two (2) permanent easement areas and five (5) temporary easement areas be acquired from the State of Nebraska. Staff recommended approval. No public testimony was heard.

Public Hearing on Consideration of Creating Five-Year Downtown Business Improvement District 2013. Community Development Administrator Marco Floreani reported that if approved this would create the Downtown Business Improvement District 2013 as allowed by State Statute for five years. Staff recommended approval. No public testimony was heard.

Public Hearing on Consideration of Creating One-Year Second Street Business Improvement District 2013. Community Development Administrator Marco Floreani reported that if approved this would create the Second Street Business Improvement District 2013 as allowed by State Statute for one year. Staff recommended approval. Don Albright, 2405 Parkview Drive spoke in opposition and Bob Dodendorf, 1404 South Harrison spoke in support. No further public testimony was heard.

Public Hearing on Consideration of Creating Three-Year Fonner Park Business Improvement District 2013. Community Development Administrator Marco Floreani reported that if approved this would create the Fonner Business Improvement District 2013 as allowed by State Statute for three years. Staff recommended approval. No public testimony was heard.

Public Hearing on Consideration of Creating Three-Year South Locust Business Improvement District 2013. Community Development Administrator Marco Floreani reported that if approved this would create the South Locust Business Improvement District 2013 as allowed by State Statute for three years. Staff recommended approval. No public testimony was heard.

RESOLUTION:

#2013-270 – Consideration of Authorizing 2013 Sewer System Revenue and Refunding Bonds and Redemption of Series 2003. Finance Director Jaye Monter introduced Bruce Lefler with Ameritas who reported that Series 2013 Sewer System Revenue and Refunding Bonds would replace the Series 2003 Sewer System Revenue and Refunding Bonds at a lower interest rate in an amount not-to-exceed \$40,000,000 to help fund a portion of the capital projects of the Sanitary Sewer System.

Motion by Haase, second by Nickerson to approve Resolution #2013-270. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

Councilmember Gilbert moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinances numbered:

- #9434 – Consideration of Authorizing Series 2013 Sewer System Revenue Refunding Bonds
- #9435 – Consideration of Creating Five-Year Downtown Business Improvement District 2013
- #9436 – Consideration of Creating One-Year Second Street Business Improvement District 2013
- #9437 – Consideration of Creating Three-Year Fonner Park Business Improvement District 2013

#9438 – Consideration of Creating Three-Year South Locust Business Improvement District 2013

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

#9434 – Consideration of Authorizing Series 2013 Sewer System Revenue Refunding Bonds

This item related to the aforementioned Resolution.

Motion by Dugan, second by Minton to approve Ordinance #9434.

City Clerk: Ordinance #9434 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9434 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9434 is declared to be lawfully adopted upon publication as required by law.

#9435 – Consideration of Creating Five-Year Downtown Business Improvement District 2013

This item related to the aforementioned Public Hearing. Comments were made concerning the BIDs name. City Attorney Bob Sivick explained the notice of publication requirements and changes to the Ordinance regarding assessments to this district. Snow removal on sidewalks and maintenance of parallel streets was explained as part of the BIDs’ responsibility.

Motion by Donaldson, second by Niemann to approve Ordinance #9435.

City Clerk: Ordinance #9435 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9435 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9435 is declared to be lawfully adopted upon publication as required by law.

Mayor Vavricek turned the meeting over to Council President Niemann and recused himself from Ordinance #9436 due to a conflict of interest which was on file in the City Clerk’s office.

#9436 – Consideration of Creating One-Year Second Street Business Improvement District 2013

This item related to the aforementioned Public Hearing. Chamber of Commerce President Cindy Johnson commented on notification to the property owners. Building Department Director Craig Lewis explained the landscaping requirements and that this district had an impact on CVS Pharmacy coming to Grand Island. Bob Dodendorf, 1404 South Harrison Street commented on the improvements planned for this district next year with regards to the buffalo grass. Project Manager Scott Gripenstroh explained the background of the buffalo grass and the changes planned. Comments were made concerning this as an exit strategy for this BID.

Motion by Gilbert, second by Donaldson to approve Ordinance #9436.

City Clerk: Ordinance #9436 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Paulick abstained. Motion adopted.

City Clerk: Ordinance #9436 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Paulick abstained. Motion adopted.

Council President: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9436 is declared to be lawfully adopted upon publication as required by law.

The meeting was turned over to Mayor Vavricek.

#9437 – Consideration of Creating Three-Year Fonner Park Business Improvement District 2013

This item was related to the aforementioned Public Hearing.

Motion by Dugan, second by Hehnke to approve Ordinance #9437.

City Clerk: Ordinance #9437 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9437 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9437 is declared to be lawfully adopted upon publication as required by law.

#9438 – Consideration of Creating Three-Year South Locust Business Improvement District 2013

This item related to the aforementioned Public Hearing.

Motion by Dugan, second by Minton to approve Ordinance #9435.

City Clerk: Ordinance #9438 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9438 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9438 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-21 was pulled for further discussion. Motion by Donaldson, second by Minton to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 23, 2013 City Council Regular Meeting.

Approving Minutes of August 6, 2013 City Council Study Session.

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors.

Approving Appointment of Matt Green to Business Improvement District #6 Board.

#2013-253 – Approving Purchase of Portable Radios from Platte Valley Communications of Grand Island, Nebraska in an Amount of \$30,990.00.

#2013-254 – Approving Revision of Connection Fees for Water Main District 398T – North Road between Potash Hwy. and Stolley Park Road.

#2013-255 – Approving Bid Award for Insertable Dust Collectors – Conveyor #2 and #4 at Platte Generating Station from Martin Engineering of Neponset, IL in an Amount of \$65,588.00.

#2013-256 – Approving Bid Award for Ortho-Polyphosphate for Corrosion Control – Utilities Department from Carus Phosphates, Inc. of Peru, IL in an Annual Amount Estimated at \$86,184.00.

#2013-257 – Approving Certificate of Final Completion for Water Main Project 2011-W-4 – Merrick County with Van Kirk Brothers Contracting of Sutton, NE.

#2013-258 – Approving Lease Purchase of a Combination Sewer Cleaner Truck for the Streets Division of the Public Works Department from Nebraska Environmental Products of Lincoln, NE for a Total Repayment Amount of \$323,148.85.

#2013-259 – Approving Acquisition of Utility Easement for Sanitary Sewer District No. 528 – Wildwood Subdivision (Lawney L. Rathman and Mitchell H. Stauffer).

#2013-260 – Approving Temporary Construction Easement for Sanitary Sewer District No. 528 – Wildwood Subdivision (Lawney L. Rathman and Mitchell H. Stauffer).

#2013-261 – Approving Compensation for Temporary Construction Easement Cleanup for Sanitary Sewer District No. 528 – Wildwood Subdivision; Tennant – Plains Irrigation Sales & Service, Inc. of Grand Island, NE in an Amount of \$17,200.00.

#2013-262 – Approving Change Order No. 1 for South and West Interceptor Improvements; Project No. 212-S-4 with SAK Construction, LLC of O’Fallen, MO for a reduction of \$10,395.00 and a Revised Contract Amount of \$730,382.00.

#2013-263 – Approving Certificate of Final Completion for South and West Interceptor Sewer Improvements; Project No. 2012-S-4 with SAK Construction, LLC of O’Fallen, MO.

#2013-264 – Approving Acquisition of Public Right-of-Way, Permanent Easements and Temporary Easements for the Capital Avenue – Webb Road to Broadwell Avenue Widening Project (State of Nebraska Department of Administrative Services).

#2013-265 – Approving Leasehold Agreement for the North Interceptor Phase II, Part B; Sanitary Sewer Project No. 2013-S-4 for a Total Amount of \$100.00 (Gary, Donald and Leroy Houdek).

#2013-266 – Approving Increase to the City’s Share of the US Highway 34 Improvements from US Highway 281 to South Locust Street – NDOR Project No. STP 34-4(126); Control No. 41994 in the Amount of \$14,625.42 and a Revised Contract Amount of \$146,058.50.

#2013-267 – Approving Bid Award for Furnishing and Installation of New Restroom in Stolley Park with Nelson Contracting of Grand Island, NE in an Amount of \$105,800.00.

#2013-268 – Approving Certificate of Final Completion for Construction of a New Lincoln Pool with Hausmann Construction, Inc. of Lincoln, NE.

#2013-269 – Approving Sole Source Purchase of State Bridge Software for the Fire Department from Imagetrend in an Amount of \$22,500 for set-up and first year and \$13,500 per year after. Fire Chief Cory Schmidt reported this item related to software from Imagetrend for EMS and Fire reporting. Explained were the benefits to the Fire Department with this software. Discussion was held regarding cost and how to fund it. Fire Division Chief Russ Blackburn answered questions regarding the sole source software. He stated EMS through the state was with this company.

Motion by Nickerson, second by Niemann to approve Resolution #2013-269. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2013-271 – Consideration of Legal Fee Contribution to Grand Island Chamber of Commerce. This item was pulled from the agenda. City Attorney Bob Sivick stated this item had been pulled because the firm to be hired had changed.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of July 24, 2013 through August 13, 2013, for a total amount of \$7,645,547.95. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:24 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-3

Approving Minutes of August 13, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 13, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 13, 2013. Notice of the meeting was given in the *Grand Island Independent* on August 7, 2013.

Mayor Jay Vavricek called the meeting to order at 8:25 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Bob Niemann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

SPECIAL ITEMS:

Health & Dental Benefits, Insurance Reserve Fund. Human Resources Director Brenda Sutherland reported that the City provided health and dental benefits to their employees, which was partially a self-funded plan. Blue Cross Blue Shield of Nebraska was a paid third party to administer, pay claims and provide stop loss coverage. Currently the stop loss was \$150,000 per participant.

Ms. Sutherland stated the City's health plan experienced a heavier than usual claims year in 2012-2013, with over \$6.5 million in medical and dental claims. The higher claims and the impact of the implementation associated with Affordable Care Act influenced the higher costs for the City's health plan for 2013-2014.

In order to slow down the rising health care costs and still offer employees a quality health care plan, the following changes were proposed:

- Move the dental insurance to become a stand-alone voluntary benefit. Employees who elect this benefit will pay 30% of the premium cost.
- Increase the cost of the traditional health plan benefit by 13.5% (\$11.66/single/month).
- Increase will be closer to 24% (\$20.34/single/month) if the same level of dental is chosen.
- Add a more competitively priced Qualified High Deductible Health Plan with an HSA option.

Discussed was the increase in single health coverage at \$11.66/single/month. The total would be \$29.00 with the City picking up the difference.

Ms. Sutherland compared the current plan to the qualified high deductible health plan proposed as follows:

Traditional Plan:

- Deductible: \$500/\$1,000
- Dr. Office Copay: \$35 - \$50 Specialist
- Drug Copays: \$10/\$25/\$40/\$50 + 20% (\$100 max.)
- Maximum out of pocket (In Network): \$1,800/\$3,600

Qualified High Deductible Health Plan:

- Deductible: \$3,000/\$5,500
- Maximum out of pocket (In Network): \$3,000/\$5,500
- Initial seed money into HSA - \$1,000 single/\$2,000 family
- No increase over current premium

Ms. Sutherland explained the Health Savings Account (HSA) which was like a flex account; allowed employees to put money into this account tax deferred and could be accumulated over time. Reviewed were the cost to employees for health and dental insurance. Introduced was Chad Svoboda with Strong Financial who answered questions regarding the HSA account.

It was recommended that the dental insurance continue with Delta Dental. Administrative fees had been reduced per participating employee with a 3 year guarantee on fees. Dan Quick, 1019 Kennedy Drive, representative of the Health Committee, spoke in support of the HSA if the seed money was adequate and not put the employee at a high risk.

Council recessed at 9:40 p.m. and reconvened at 9:50 p.m.

Finance Director Jaye Monter reviewed the Insurance Reserve Fund cash balance, Insurance Reserve Fund claims/fees history. Also reviewed were the Health Insurance Cash Reserve, Work Comp Insurance Cash Reserve and General Insurance Cash Reserve.

2013-2014 Proposed Budget Presentation - FTEs. Finance Director Jaye Monter reviewed the Full-Time Equivalent (FTE) positions included in the 2013-2014 proposed budget. A total of 12.50 FTEs were proposed in the amount of \$936,000. Seven FTEs in the Police Department, one FTE for the Metropolitan Planning Organization, two in the Public Works Department, 1/2 FTE in the Parks – HPSP, and two FTEs in the Electric Utilities Department.

Mentioned was the new array for the FOP and non-union employees for 2014 because of the Metropolitan Statistical Area (MSA) designation. Existing contract increases were as follows: IAFF – 2.5%, AFSCME – 1.5% and IBEW – 2.75%.

Emergency Management Director Jon Rosenlund and Police Chief Steve Lamken explained their requests for FTEs. Parks and Recreation Director Todd McCoy answered questions concerning the hours of operation for the Heartland Public Shooting Park (HPSP) with an additional FTE. He stated the hours would not change. Discussion was held regarding the funding for the extra 0.50 employee. Mentioned was having a fiscal policy for subsidized programs. Requested was data from the new Lincoln Pool. Utilities Director Tim Luchsinger commented on the 2 FTEs requested. Total cost of the additional FTEs to the City would be \$936,000.

Councilmembers Gericke, Haase, and Gilbert stated they would like a hard copy of the budget. City Administrator Mary Lou Brown stated the Budget in Brief would be available next week, which was the same as last year.

ADJOURNMENT: The meeting was adjourned at 11:00 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-4

Approving Minutes of August 15, 2013 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 15, 2013

Pursuant to due call and notice thereof, a Special Council meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 15, 2013. Notice of the meeting was given in the *Grand Island Independent* on August 9, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Linna Dee Donaldson, and Bob Niemann. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

INVOCATION given by Community Youth Council member Marlena Ramirez followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Marlena Ramirez.

SPECIAL ITEMS:

Community Redevelopment Authority 2013-2014 Budget. Regional Planning Director Chad Nabity reviewed the Community Redevelopment Authority (CRA) 2013-2014 budget. CRA was requesting property tax revenues of \$667,500 including \$195,000 for the Lincoln Pool Construction and Bonds and \$472,500 for all other CRA programs for a proposed levy of \$0.026. These funds would be used to purchase dilapidated properties/infrastructure, façade development and other projects. The following carry over projects were mentioned: downtown projects (lighting), housing study with GIAEDC, and fire sprinkler project for Gibby's Bar property.

Explained was the match on façade projects. Mentioned was the budget process with the CRA board. Finance Director Jaye Monter explained the "Less Commitments" line item in the budget.

Employee Pension Reserve Funds: Finance Director Jaye Monter reported that the 2013-2014 budget included three fiduciary funds to account for assets held in trust for pension benefits of police and fire employees subject to a defined benefit pension plan. Excess funds from the Fire Reserve Fund were transferred to the General Fund each budget year to cover employer pension costs.

The net assets of the Fire Reserve Fund remained in excess of future liabilities, the net assets of the Police Reserve Fund were not sufficient to meet future obligations of pension benefits for the remaining 6 pre-84 police officers and one disabled police officer.

The following funds were explained:

- 800 Fund – Police and Fire Pension Fund – accounts for direct pension payments to personnel who retired prior to 84 under a defined benefit plan – 24 remain

- 805 Fund – Police Reserve Fund – accounts for administration of the pre-84 police officers pension benefits under a defined benefit plan – 6 remain
- 810 Fund – Fire Reserve Fund – accounts for administration of the pre-84 firefighters pension benefits under a defined benefit plan – 1 remain

Ms. Monter stated the unallocated funds in the pension plan represented funds accumulated in an account within the pension plan from unvested employer contributions. Reviewed was the Statement of Net Assets – Fiduciary Funds. Discussion was held regarding the \$5,125,906 investments from the General Fund.

Robert Evnen from Woods & Aitken, LLP commented on the city's right to control Funds 805 and 810. The City could not touch the Wells Fargo account. City Attorney Robert Sivick stated the pension funds were held by Wells Fargo. The 805 and 810 Funds were internal funds and were not statutory. Discussion was held regarding the three 800 funds. It was proposed that there be one retirement fund and not three.

Motion by Dugan, second by Gilbert to directing City Administration to create one fund by combining the 800, 805 and 810 funds. Employee Pension Reserve Funds. Upon roll call vote, Councilmembers Minton, Dugan, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted aye. Councilmember Paulick and Gericke voted no. Motion adopted.

RESOLUTION:

#2013-272 – Approving Health and Dental Insurance Renewal. Human Resources Director Brenda Sutherland reported that funding needs for fiscal year 2013-2014 were projected at \$7.1 million for health and dental insurance expenses. Proposed was a qualified high deductible plan with a \$3,000/\$5,500 in-network deductible. The traditional plan had a \$500/\$1,000 in-network deductible. Also proposed was initial seed money to be paid to plan participants Health Savings Account (HSA) in the amount of \$1,000 for single coverage and \$2,000 for 2/4 and family coverage in January 2014. It was recommended the City stay with Delta Dental and the dental plan be a stand-alone plan which would give the employee a choice of participating or not.

Dan Quick, 1019 Kennedy Drive, representative of the Health Committee, commented on the HSA plan and requested more seed money to encourage employees to be a part of this plan and to continue future seed money.

Council recessed at 8:15 p.m. and reconvened at 8:23 p.m.

Ms. Sutherland stated it was brought to her attention this item was not posted in a timely manner and could not be voted on tonight.

General Fund Revenue Considerations. Presented were the following Grand Island Fiscal Revenue Policies and supporting slides showing how the City was in compliance:

- Cash Balances – cash balances should be used only for one-time expenditures, such as capital equipment and improvements, or contingency accounts
- Budgeting – no appropriations measure shall be submitted to or adopted by the Mayor and City Council in which estimated total expenditures, including an accrued deficit, exceed estimated total revenues, including an available surplus

- Stability – a diversified and stable revenue system shall be maintained to ensure fiscal health and absorb short run fluctuations in any one revenue source and ongoing operating costs should be supported by ongoing, stable revenue sources

City Administrator Mary Lou Brown reported that revenue growth of 3.9% equated to \$1,533,224 and available revenue surplus from current fiscal year was \$1,694,136. She stated a large portion of the 2013-2014 budget was funded with non-recurring revenue of \$1,694,136. The most stable revenue was from property tax and the least stable revenue was from sales tax/other. In between were the Food & Beverage and all other occupation taxes.

The forecasted September 30, 2013 ending cash balance was \$10,157,318. Budgeted cash balance for September 30, 2014 was \$8,382,642.

Reviewed were the funding sources and projected revenue growth for 2014 totaling \$40,670,170. She stated a .01 mill levy equates to \$0.83 per month for owner of \$100,000 home. Today, the same owner pays \$27 per month for all city services.

Ms. Brown stated there was \$1,694,136 in available revenue surplus from 2013 and it could be used to: reduce increased level of taxes, cash reserve, or fund 400 Fund Capital to start addressing infrastructure needs. Comments were made regarding looking to the future and how to fund future expenses. Ms. Brown stated the 2013-2014 budget was balanced at this point. Mayor Vavricek commented on tax authority.

Mentioned was not having a budget book to look at. Mayor stated the request for the General Fund was \$42.4 million. Revenue was projected at an increase of 3.9%. Comments were made about Program Prioritization and not cutting the lower quartiles. It was suggested that City staff project expenses to 2017.

Ms. Monter stated she would get budget summaries to the Council next week. Mayor commented on the positives in the community. Ms. Brown stated Tuesday, August 20th meeting would include: FOP Contract, Salary Ordinance, Parks & Recreation, Debt issue, and General Fund expenses.

ADJOURNMENT: The meeting was adjourned at 9:34 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-5

Approving Minutes of August 20, 2013 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 20, 2013

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 20, 2013. Notice of the meeting was given in the *Grand Island Independent* on August 17, 2013.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Bob Niemann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council student Michael Cornelius followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Michael Cornelius and board member Kelsey O'Dea.

SPECIAL ITEMS:

Discussion Concerning the Grand Island Veterans Home. Mayor Vavricek commented on the background of relocating the Veterans Home to Kearney and the request from the GI Home for Our Heroes Committee for \$5,000 to research options of retaining the Grand Island Veterans Home in Grand Island. Mentioned was the support of Council by passing three resolutions with regards to the Veterans Home.

Cindy Johnson, president of the Grand Island Chamber of Commerce on behalf of GI Home for Our Heroes Committee updated the Council regarding the activities of the committee relating to the Veterans Home relocation. She stated there was an outcry from the community regarding the decision to relocate the Veterans Home to Kearney. Mentioned were unanswered questions from the community and the committee regarding the process. The request was for funding to hire a law firm to look into the process and answer those questions. Funding would be used for research, analysis and the evaluation.

Mayor stated Councilmembers on the Home for Our Heroes Committee were John Gericke, Bob Niemann, and Chuck Haase. This item would come before Council on August 27, 2013 for Council action regarding the funding request.

The following people spoke in support:

- Margaret Hornady, 2708 Arrowhead Road
- Ken Gnadt, 1610 Gretchen

- Pam Lancaster, 2809 Apache Road
- Linda Humrich, 425 Renee Road, Doniphan, NE

Mayor stated the decision of going forward with this action could be far reaching and he wanted Council's input. Comments were made by Council to go forward and show unity in our community. Mentioned was this should have been done sooner, this was about the Veterans. Comments were made regarding the scoring process and the politics of the Governor's decision.

Finance Director Jaye Monter answered questions regarding the funding source. She stated this would come out of the Non-Department contingency account. Ms. Johnson answered questions regarding communicating with the Council regarding the information gathered through this contract.

Mayor stated the Chamber of Commerce, Economic Development, and Hall County had agreed to fund this request. Ms. Johnson asked what the Mayors position was on this subject. He said he always supported the veterans and mentioned those events he was involved with. He was supportive of this effort.

ADJOURNMENT: The meeting was adjourned at 7:53 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-6

Approving Minutes of August 20, 2013 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 20, 2013

Pursuant to due call and notice thereof, a Special Council meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 20, 2013. Notice of the meeting was given in the *Grand Island Independent* on August 14, 2013.

Mayor Jay Vavricek called the meeting to order at 7:53 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Bob Niemann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, City Treasurer and Finance Director Jaye Monter, and City Engineer and Public Works Director John Collins.

RESOLUTIONS:

#2013-272 – Approving Health and Dental Insurance Renewal. Human Resources Director Brenda Sutherland reported that the Council reviewed the proposed changes to the health and dental plans at the August 13, 2013 Study Session. She gave a highlight of the changes which would include a high deductible plan with a Health Savings Account (HSA) with seed money at \$1,000 for single and \$2,000 for family and move the dental insurance to be a stand alone plan.

Comments were made concerning the City's stop loss coverage. Discussion was held regarding the seed money and whether to continue it in the future. Ms. Sutherland commented on the enrollment process.

Motion by Haase, second by Minton to approve Resolution #2013-272. Upon roll call vote, all voted aye. Motion adopted.

#2013-273 – Approving FOP Contract. Human Resources Director Brenda Sutherland reported the current labor agreement would expire on midnight September 30, 2013. The City's negotiating team and the FOP's negotiating team had met and agreed to terms of a new agreement using the new array as a Metropolitan Statistical Area community.

The proposed labor agreement would begin October 1, 2013 and run through September 30, 2016. Reviewed were changes from the current agreement in: training and special events, vacation accrual, maximum medical leave accrual, call in pay, uniform allowance, field training officers, rates of pay and the step plan.

Wage increases would be spread out over a three year period with an increase of 7% at the bottom and 8% at the top for both police officers and sergeants. Year two would be an adjustment to the scale of 2.5% across steps one through nine and a tenth step would be added. Year three would have another 2.5% increase across steps one through ten and an eleventh step would be added.

Motion by Dugan, second by Gericke to approve Resolution #2013-273. Upon roll call vote, all voted aye. Motion adopted.

FOP President Jarret Daugherty stated the process went very smoothly and quickly. The Mayor publicly signed the contract along with FOP President Daugherty.

ORDINANCE:

Councilmember Gilbert moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinances numbered:

#9439 – Consideration of Salary Ordinance

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Niemann seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Human Resources Director Brenda Sutherland reported that changes in the Ordinance reflected the wages that had been agreed to by Council for employees covered under the AFSCME, IAFF and IBEW labor agreements. This Ordinance also included changes to FOP wages reflecting the new labor agreement. Non-union positions were surveyed with a new array because of the City becoming a Metropolitan Statistical Area (MSA).

Motion by Minton, second by Niemann to approve Ordinance #9439.

Discussion was held concerning the timing of this Ordinance before the rest of the budget was completed. Ms. Monter stated the proposed 2013-2014 budget book included the changes to salary. Ms. Brown stated this was brought forward in conjunction with the FOP contract, but it could wait until a later date.

Motion by Haase, second by Hehnke to postpone Ordinance #9439 until the September 10, 2013 Regular Meeting. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gilbert, Nickerson, Hehnke, Haase, Donaldson and Niemann. Councilmember Gericke voted no. Motion adopted.

SPECIAL ITEMS:

Parks and Recreation 2013-2014 Budget. Parks and Recreation Director Todd McCoy reviewed the revenue and expenses for all programs in the Parks Department.

Mr. McCoy answered questions from Council concerning park operations, playground programs, Water Park, Lincoln Pool and Stolley Park Railroad. Ms. Brown commented on the personnel expenses of the Water Park. Mr. McCoy stated there were no improvements in this budget for the Water Park but we needed to be looked at in the future.

Mr. McCoy introduced Doug Sweeney, Golf Course Superintendent. Reviewed were capital improvements, expenses and revenue projections. Ms. Monter stated the 2013-2014 budget year included using revenues received over the past few years for capital improvements.

Recommended was a long range plan for the Golf Course. The Golf Course revenues projected for 2013-2014 were \$684,746 and the expenses were projected at \$712,240. Total Capital projects planned for 2013-2014 included: \$50,000 Clubhouse building upgrade (replace siding and windows); \$25,000 fence replacement and \$492,538 irrigation upgrade project. Reviewed was the recommended fee increase for the Capital Fund expenditures. Total increases were expected to generate \$18,000 - \$20,000 of additional revenue in 2014.

Introduced was Cemetery Superintendent Mark Sands. Mr. McCoy stated burial lots available were decreasing. Mentioned was the Cemetery expansion on Webb Road with a Master Plan and Design in 2014, Phase 1 construction in 2015 and begin operation of expanded Cemetery in 2016.

Mr. McCoy stated there were approximately 20 acres of land and it would be a phased project. Discussion was held regarding moving the current ball fields at Webb Road to the Veterans Athletic Field. City Attorney Robert Sivick commented on the legal aspects of the Cemetery Trust Fund. \$615,000 was currently in the Cemetery Trust Fund. Perpetual maintenance was mentioned.

Heartland Public Shooting Park 2013-2014 Budget. Parks and Recreation Director Todd McCoy gave a brief history of the Heartland Public Shooting Park (HPSP) going back to 1974 when the Parks Department developed a skeet range along South Locust Street by the City well field site. In April 2004 the HPSP opened to the public under the management of the GI Skeet and Sporting Clay Club. It was then turned over to the City in October of 2005. Over \$4 million of private and public money had been invested to date at the HPSP.

Reviewed were events held at HPSP which included regional and national events. Financial trends were presented. Mr. McCoy recommended adding 0.50 FTE to the budget to hire a full time office coordinator position due to the customer base and number of events.

Explained was a request from GI Skeet and Sporting Clay Club requesting the final \$10,000 of a \$100,000 loan approved in March 2004 be forgiven. The GI Skeet and Sporting Clay Club had facilitated over \$200,000 of donated capital assets to HPSP since the 2004 loan.

Discussion was held regarding the \$100,000 loan and assets. Tim O'Conner, 2112 West John Street, Secretary for GI Skeet and Sporting Clay Club explained the assets/donations of the volunteers. Insurance on the assets, which did not show on the City's books, would be included in this year's budget.

Motion by Haase, second by Gericke to bring back a Resolution at the August 27, 2013 Council meeting to forgive the \$10,000 loan. Upon roll call vote, all voted aye. Motion adopted.

Mr. McCoy explained the function of the HPSP Advisory Board. Discussion was held regarding the proposed addition of a 0.50 FTE and increase in tax subsidy to HPSP. Shooting Park Superintendent Bill Starkey explained the need for a full-time position instead of a part-time position. Kent Coen, 2604 South Stuhr Road thanked the Council for their support of the HPSP.

Council recessed at 10:00 p.m. and reconvened at 10:15 p.m.

Councilmember Donaldson was absent at 10:15 p.m.

Central Nebraska Humane Society. Finance Director Jaye Monter reported that in November 2002 an agreement was approved by Council giving the Central NE Humane Society use of a portion of Stolley Park to provide a holiday light display. In September 2003, Resolution #2003-265 was approved requiring the Humane Society to pay for all electrical installation work up to \$40,000. The actual loan amount was \$39,512.80 and the Humane Society was to pay 15% of the net annual proceeds from the holiday light display to the City until the balance was paid in full. In June 2011, Resolution #2011-146 was approved by Council allowing the Humane Society to pay \$100 annually starting in 2011 until 2013 with \$10,000 payments beginning in 2014 until the City was paid in full. There was \$17,979.47 remaining on the loan.

The City and the Central Nebraska Humane Society were currently in negotiations for the 2013-2014 fiscal year. Ms. Brown answered questions concerning the electrical outlets at Stolley Park. Comments were made by Council for a reason to forgive this loan and if it would affect the negotiations for a new contract.

Humane Society Executive Director Laurie Dethloff stated this would not affect the negotiations for a new contract. Mayor stated there were requests from Board members for a loan forgiveness over the past few years. Ms. Dethloff requested this item be pulled and stated they would meet their obligations.

Mr. McCoy explained some electrical boxes were being used and some were locked. The Parks Department paid for the electricity. Comments were made concerning the risk of these outlets. Mr. McCoy stated there were other outlets that were available to the public and collecting a fee would be difficult.

Mayor commented on the background of the debt payments and discussions with the Central Nebraska Humane Society regarding forgiving the loan.

General Fund 2013-2014 Budget Discussion continued. Finance Director Jaye Monter continued the General Fund budget discussion. Payroll costs, health and dental insurance, and combined pension funds had been finalized. Reviewed were the changes made to the General Fund Cash Balance, revenues, appropriations, capital, and transfers to the 400 Fund.

Fire Chief Cory Schmidt answered questions regarding the new pumper truck that was purchased recently and if there was a trade-in on the old one. He stated they would keep the old truck until the new one came which could take up to a year.

Discussion was held concerning the Pension Funds transfers. Ms. Monter stated the proposed ending cash balance for the 2014 Budget would be \$8,224,053. Program prioritization in governance programs was reviewed. Emergency Management Director Jon Rosenlund answered questions regarding personnel costs.

Reviewed was the projected growth over the next four years and the decrease in ending cash balances through 2017. Discussion was held regarding revenues, property tax, occupation taxes

and future sustainable budgets. Ms. Brown answered questions regarding future budgets. She stated her opinion would be to increase property taxes and suggested a five year plan going forward.

Councilmember Nickerson commented on pursuing a 1/2 cent sales tax to increase revenues to cover future expenses and would be sustainable revenue. Councilmember Haase stated a 1/2 cent sales tax was not the way to fix future budgets. He commented on past sales tax increases and where we were today.

Ms. Monter stated the County had certified the valuation to the City today for an increase in valuation of \$7,144,980 which resulted in additional property tax revenue of \$23,157. Reviewed was 2013-2014 Budget meeting schedule.

ADJOURNMENT: The meeting was adjourned at 11:49 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-7

#2013-274 - Approving Exchange of Property with Neidfelt Property Management, LLC of Tract A for Tract B and Tract D for Tract C in the Sterling Estates Fourth Subdivision

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Chad Nabity

RESOLUTION 2013-274

WHEREAS, an exchange of property is required between the City of Grand Island and Neidfelt Property Management, LLC, for a continuation of the hike and bike trail; and

WHEREAS, the exchange of Tract A for Tract B in the Sterling Estates Fourth Subdivision, Hall County, Nebraska and more particularly described as follows:

Tract A to be given to Neidfelt Property Management, LLC:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,504.28 feet to the Point of Beginning; thence N89°07'20"W for a distance of 158.48 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of 158.38 feet to a point on said West line of the Drainage Right-of-Way; thence S00°15'38"W along said West line, a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,584 square feet or 0.03 acres more or less.

Tract B to be received from Neidfelt Property Management, LLC:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,554.28 feet to the Point of Beginning; thence N89°07'20"W for a distance of 157.95 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of 157.84 feet to a point on said West line of the Drainage Right-of-Way; thence S00°15'28"W, along said West line, a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,579 square feet or 0.04 acres more or less; and

WHEREAS, the exchange of Tract D for Tract C in the Sterling Estates Fourth Subdivision, Hall County Nebraska and more particularly described as follows:

Tract D to be given to Neidfelt Property Management, LLC:

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,504.28; thence N89°07'20"W a distance of 218.48 feet to the Point of Beginning; thence N89°07'20"W for a distance of 120.00 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of 120.00; thence S00°52'20"W a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,200 square feet or 0.03 acres more or less.

Tract C to be received from Neidfelt Property Management, LLC:

A tract of land in part of the Northwest Quarter (NW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Northwest Quarter (NW ¼); thence on an assumed bearing of N89°07'58"W, along the South line of said Northwest Quarter (NW ¼), a distance of 90.03 feet to the point of intersection of said South line and the West line of City of Grand Island Drainage Right-of-Way (R.O.W.); thence N00°15'38"E, along said West line, a distance of 1,554.28 feet; thence N89°07'20"W for a distance of 217.95 feet to the Point of Beginning; thence N89°07'20"W for a distance of 120.00 feet; thence N00°52'40"E a distance of 10.00 feet; thence S89°07'20"E a distance of 120.00 feet; thence S00°52'20"W a distance of 10.00 feet to the Point of Beginning. Said tract contains a calculated are of 1,200 square feet or 0.03 acres more or less.

WHEREAS, an Agreement for the exchange of property has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the exchange of properties of the above described tracts of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreements on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

DWC: F:\projects\013-1214\Final Plots\STERLINGCS 4TH\0131214-TRACT LOCATIONS_SR.dwg USER: lwheeler
DATE: Jul 12, 2013 11:10am XREFS: MASTERREF_ROW

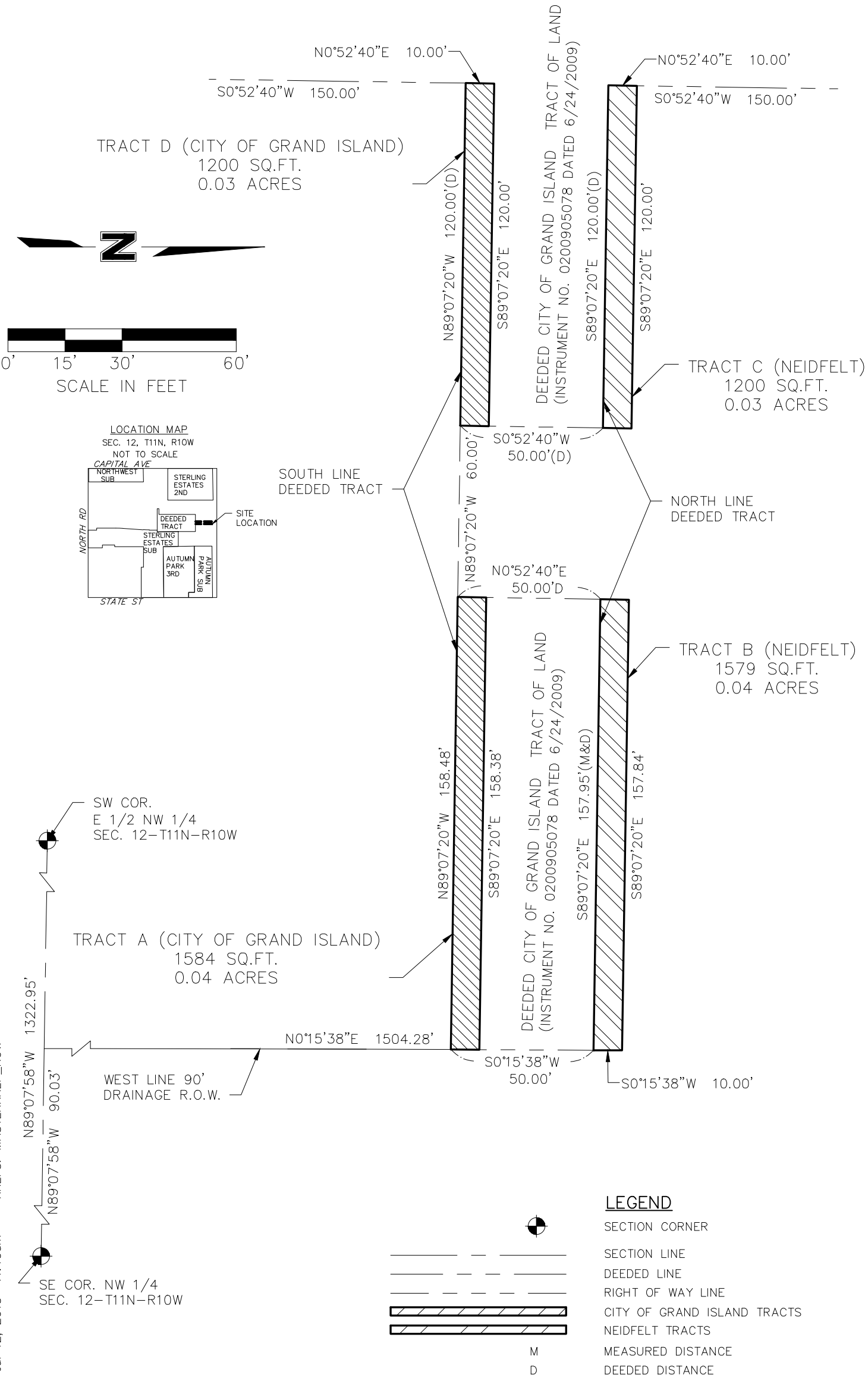
PROJECT NO:	2013-1214
DRAWN BY:	LJW
DATE:	07/09/13

STERLING ESTATES
FOURTH SUBDIVISION



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT
1





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-8

#2013-275 - Approving Acquisition of Utility Easement - Lots 1 through 26, Westwood Park 12th Subdivision - Ratliff

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-275

WHEREAS, a public utility easement is required by the City of Grand Island, from Curt L. Ratliff, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on August 27, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northwesterly five (5.0) feet Lot One (1), Westwood Park Twelfth Subdivision in the City of Grand Island, Hall County, Nebraska, adjacent to the southeasterly right-of-way line of Westwood Circle; and

The northeasterly five (5.0) feet of Lot One (1), Westwood Park Twelfth Subdivision, adjacent to the southwesterly right-of-way line of Redwood Road; and

The easterly five (5.0) feet of Lot Two (2), Westwood Park Twelfth Subdivision, adjacent to the westerly right-of-way line of said Redwood Road; and

The northerly five (5.0) feet of Lot Three (3), Westwood Park Twelfth Subdivision, adjacent with the southerly right-of-way line of said Westwood Circle; and

The easterly five (5.0) feet of Lot Four (4), Westwood Park Twelfth Subdivision, adjacent to the westerly right-of-way line of said Westwood Circle; and

The southeasterly five (5.0) feet of Lot Five (5), Westwood Park Twelfth Subdivision, adjacent to the northwesterly right-of-way of said Westwood Circle; and

The northeasterly five (5.0) feet of Lot Five (5), Westwood Park Twelfth Subdivision, adjacent to the southwesterly right-of-way line of said Redwood Road; and

The easterly five (5.0) feet of Lot Six (6), Lot Seven (7), Lot Eight (8), Lot Nine (9), Lot Ten (10), Lot Eleven (11), Lot Twelve (12), Lot Thirteen (13), Lot Fourteen (14), Lot Fifteen (15), Lot Sixteen (16), and Lot Seventeen (17), Westwood Park Twelfth Subdivision, adjacent to the westerly right-of-way line of said Redwood Road; and

The westerly five (5.0) feet Lot Eighteen (18), Lot Nineteen (19), Lot Twenty (20), Lot Twenty One (21), Lot Twenty Two (22), Lot Twenty Three (23), and Lot Twenty Four (24), Westwood Park Twelfth Subdivision, adjacent to the easterly right-of-way line of said Redwood Road; and

The southwesterly five (5.0) feet of Lot Twenty Five (25) and Lot Twenty Six (26), Westwood Park Twelfth Subdivision, being adjacent to the northwesterly right-of-way line of said Redwood Road.

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney

The above-described easement and right-of-way containing a combined total of 0.32 acres, more or less, as shown on the plat dated 6/26/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Curt L. Ratliff, on the above-described tract of land.

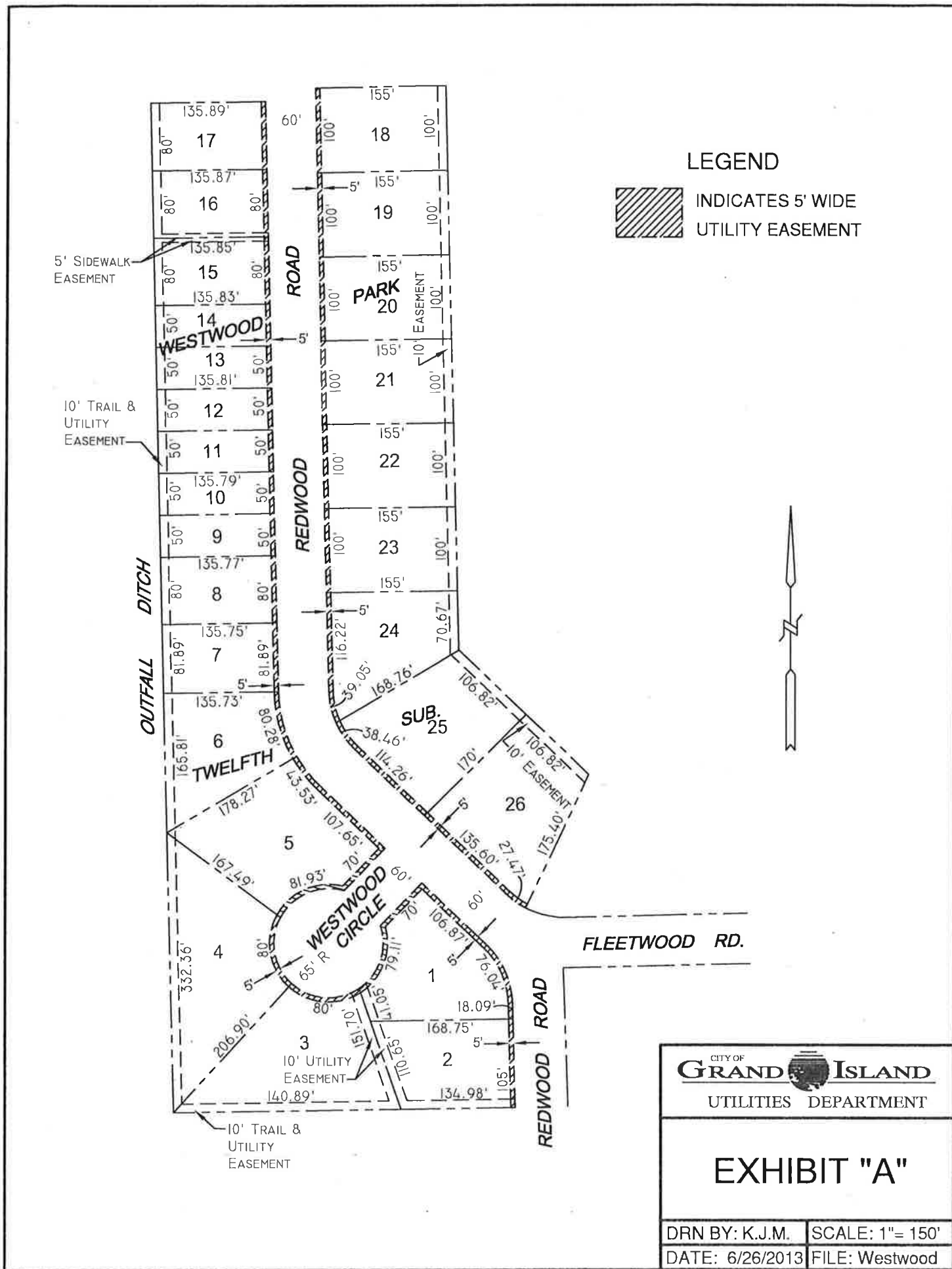
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-9

#2013-276 - Approving Acquisition of Utility Easement - Part of Lot One and Lot Two, Dinsdale Subdivision - Dinsy, L.L.C.

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-276

WHEREAS, a public utility easement is required by the City of Grand Island, from Dinsy, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 27, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT ONE (1)

A tract of land located in part of Lot One (1), Dinsdale Subdivision in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

Commencing at the Northeast corner of said Lot One (1); thence on an assumed bearing of S00°14'23"W, along the easterly line of said Lot One (1) and the westerly right-of-way line of Webb Road, a distance of twenty two and seven hundredths (22.07) feet to the ACTUAL Point of Beginning of Tract 1; thence continuing S00°14'23"W along the easterly line of said Lot One (1) and the westerly right-of-way line of said Webb Road, a distance of twenty (20.0) feet; thence N90°00'00"W a distance of five hundred twenty seven and thirty hundredths (527.30) feet; thence N00°00'00"E a distance of thirty seven and nine hundredths (37.09) feet to a point on the northerly line of said Lot One (1); thence S89°27'32"E, along the northerly line of said Lot One (1), a distance of twenty (20.0) feet; thence S00°00'00"W a distance of seventeen and twenty eight hundredths (17.28) feet; thence S90°00'00"E a distance of twenty six and forty two hundredths (26.42) feet; thence N00°00'00"E a distance of ten (10.0) feet; thence S90°00'00"E a distance of ten (10.0) feet; thence S90°00'00"W a distance of ten (10.0) feet; thence S90°00'00"E a distance of two hundred ninety five and eighty nine hundredths (259.89) feet; thence N00°00'00"E a distance of five (5.0) feet; thence S90°00'00"E a distance of ten (10.0) feet; thence S00°00'00"W a distance of five (5.0) feet; thence S90°00'00"E a distance of one hundred sixty five and seven hundredths (165.07) feet to a point on the easterly line of said Lot One (1) and the westerly right-of-way line of said Webb Road being the said Point of Beginning of Tract 1.

TRACT TWO (2)

A tract of land located in part of Lot One (1), Dinsdale Subdivision in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

Commencing at Northwest corner of said Lot One (1); thence on an assumed bearing of N89°27'32"E along the northerly line of said Lot One (1), a distance of two hundred eighty eight and seven hundredths (288.07) feet to the ACTUAL Point of Beginning of Tract 2; thence continuing N89°27'32"E along the northerly line of said Lot One (1), a distance of twenty (20.0) feet; thence S00°14'03"W a distance of four hundred fifty one and ninety three hundredths (451.93) feet; thence N89°26'02"E and parallel with the southerly line of said Lot One (1), a distance of two hundred twenty three and thirty two hundredths (223.32) feet to a point on the westerly line of Lot Two (2), said Dinsdale Subdivision; thence S00°15'14"W, along the westerly line of said Lot Two (2), a

Approved as to Form	by _____
August 23, 2013	City Attorney

distance of twenty five (25.0) feet to a point being the Southeast corner of said Lot One (1); thence S89°26'02"W, along the southerly line of said Lot One (1), a distance of two hundred forty three and thirty one hundredths (243.31) feet; thence N00°14'03"E a distance of four hundred seventy six and ninety four hundredths (476.94) feet to a point on the northerly line of said Lot One (1) being the said Point of Beginning of Tract 2.

TRACT THREE (3)

A tract of land located in part of Lot One (2), Dinsdale Subdivision in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

Commencing at the Southwest corner of said Lot Two (2); thence on an assumed bearing of N89°27'09"E, along the southerly line of said Lot Two (2) and the northerly right-of-way line of Stolley Park Road, a distance of fifteen and thirty nine hundredths (15.39) feet to the ACTUAL Point of Beginning of Tract 3; thence N00°14'42"E and parallel to the westerly line of said Lot Two (2), a distance of twenty and seventy eight (20.78) feet; thence N89°45'18"W a distance of fifteen and thirty eight hundredths (15.38) feet to a point on the westerly line of said Lot Two (2); thence N00°14'42"E, along the westerly line of said Lot Two (2), a distance of four hundred ten and one hundredths (410.01) feet to the Northeast Corner of an existing twenty (20.0) foot wide easement described in Instrument Number 200512026 and recorded at the Hall County, Nebraska Register of Deeds Office; thence S89°45'18"E a distance of twenty five (25.0) feet; thence S00°14'42"W and parallel to the westerly line of said Lot Two (2), a distance of three hundred eighty and forty four hundredths (380.44) feet; thence S89°45'18"E a distance of ten and thirty eight hundredths (10.38) feet; thence S00°14'42" and parallel to the westerly line of said Lot Two (2), a distance of fifty (50.0) feet to a point on the southerly line of said Lot Two (2) and the northerly right-of-way line of said Stolley Park Road; thence S89°27'09"W along the southerly line of said Lot Two (2) and the northerly right-of-way line of said Stolley Park Road, a distance of twenty (20.0) feet to the said Point of Beginning of Tract 3.

The above-described easement and right-of-way containing a combined total of 0.85 acres, more or less, as shown on the plat dated 8/8/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Dinsy, L.L.C., on the above-described tract of land.

- - -

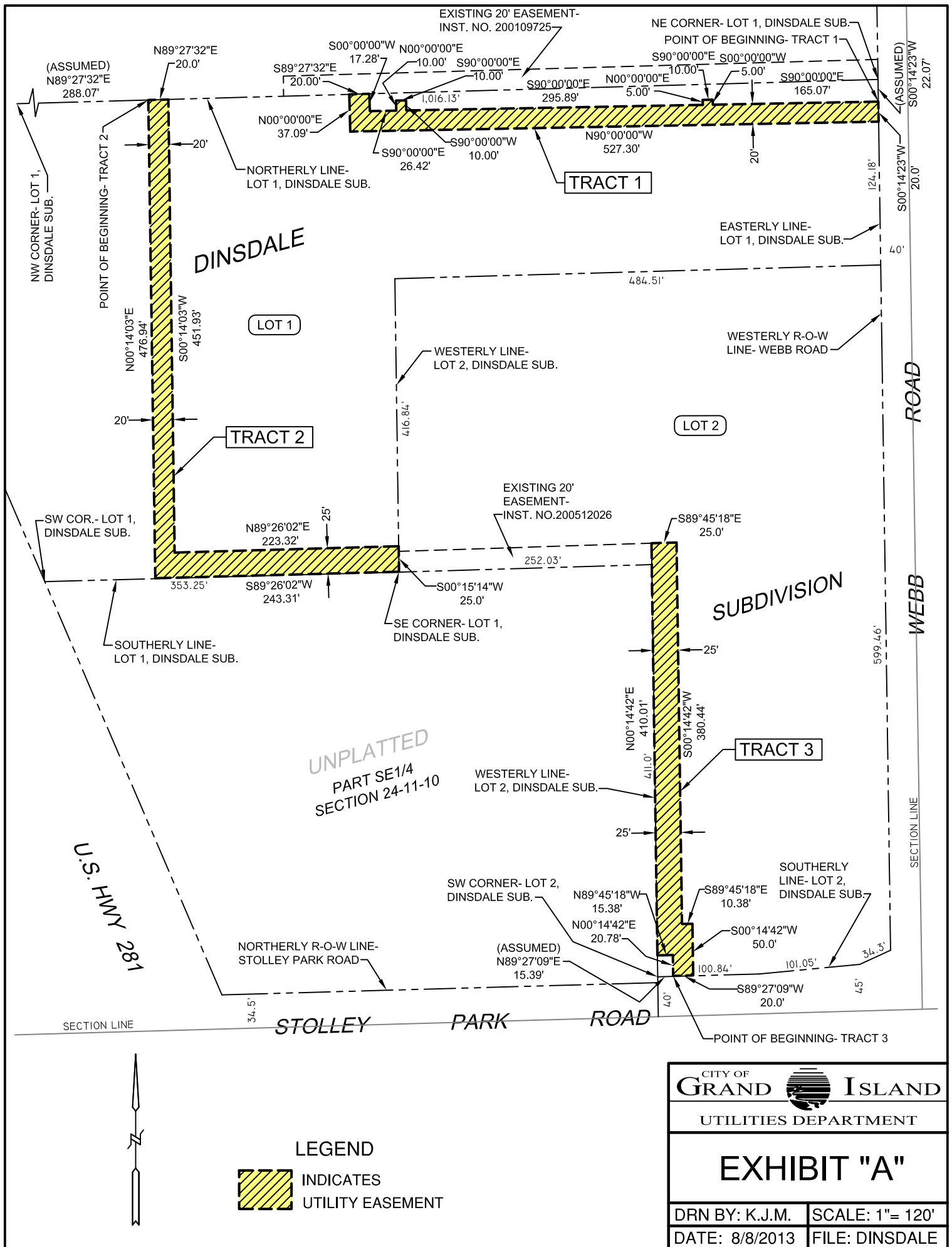
Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

- 2 -

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-10

#2013-277 - Approving Acquisition of Utility Easement - 1612 S. Webb Road - Mead Building Center

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-277

WHEREAS, a public utility easement is required by the City of Grand Island, from Mead Building Centers of Grand Island Real Estate, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 27, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT ONE (1)

A twenty (20.0) foot wide tract of land located in part of Lot Two (2), Highway 281 Estates Subdivision in the City of Grand Island, Hall County, Nebraska, said tract being more particularly described as follows:

Commencing at the Southwest corner of Lot Two (2), Highway 281 Estates Subdivision; thence on an assumed bearing of N89°27'32"E, along the southerly line of said Lot Two (2), a distance of two hundred eighty eight and seven hundredths (288.07) feet to the ACTUAL Point of Beginning of Tract 1; thence N00°14'32"E a distance of twenty (20.0) feet; thence N89°27'32"E and parallel with southerly line of said Lot Two (2), a distance of one hundred thirty five (135.0) feet to a point on the westerly line of an existing twenty (20.0) foot wide easement described in Instrument Number 200109725, recorded in the Hall County, Nebraska, Register of Deeds Office; thence southerly along the westerly line of said existing twenty (20.0) foot wide easement, a distance of twenty (20.0) feet to a point on the southerly line of said Lot Two (2); thence S89°27'32"W, along the southerly line of said Lot Two (2), a distance of one hundred thirty five (135.0) feet to the said Point of Beginning of Tract 1.

TRACT TWO (2)

A twenty (20.0) foot wide tract of land located in part of Lot Two (2), Highway 281 Estates Subdivision in the City of Grand Island, Hall County, Nebraska, said tract being more particularly described as follows:

Commencing at the Southeast Corner of said Lot Two (2), Highway 281 Estates Subdivision; thence on an assumed bearing of S89°27'32"W along the southerly line of said Lot Two (2), a distance of five hundred seven and fifty hundredths (507.50) feet; thence N00°00'00"E a distance of twenty (20.0) feet to a point on the northerly line of an existing twenty (20.0) foot wide easement described in Instrument Number 200109725, recorded in the Hall County, Nebraska, Register of Deeds Office, said point being the ACTUAL Point of Beginning; thence S89°27'32"W along the northerly line of said existing twenty (20.0) foot wide easement, a distance of twenty (20.0) feet; thence N00°00'00"E a distance of eighty five and thirty six hundredths (85.36) feet to a point on the southerly line of an existing twenty four (24.0) foot wide access and utility easement to the lease area described in Instrument Number 200503899, recorded in the Hall County, Nebraska, Register of Deeds Office; thence easterly along the southerly line of said existing twenty four (24.0) foot wide access and utility easement, a distance

Approved as to Form August 23, 2013	<input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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of twenty (20.0) feet; thence S00°00'00"W a distance of eighty five and fifteen hundredths (85.15) feet to a point on said existing twenty (20.0) foot wide easement, being the said Point of Beginning of Tract 2.

The above-described easement and right-of-way tracts containing a combined total of 0.10 acres, more or less, as shown on the plat dated 8/8/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Mead Building Centers of Grand Island Real Estate, L.L.C., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

HIGHWAY 281

ESTATES SUBDIVISION

LOT 2

TRACT 2

SOUTHERLY LINE OF EXISTING
ACCESS AND UTILITY EASEMENT
TO LEASE AREA DESCRIBED IN
DOC. NO. 200503899

TRACT 1

SW CORNER-
LOT 2, HIGHWAY 281
ESTATES SUB.

ACCESS AND UTILITY EASEMENT

SE CORNER- LOT 2,
HIGHWAY 281 ESTATES SUB.

(ASSUMED)
N89°27'32"E
288.07'

POINT OF BEGINNING- TRACT 2

N00°14'03"E
20.00'

POINT OF
BEGINNING-
TRACT 1

N89°27'32"E
135.0'
S89°27'32"W
135.0'

WESTERLY LINE
OF EXISTING 20'
WIDE EASEMENT
DOC. NO. 200109725

S89°27'32"W
20.0'

N00°00'00"E
20.00'

SOUTHERLY LINE-
LOT 2, HIGHWAY 281
ESTATES SUB.

(ASSUMED)
S89°27'32"W
507.50'

EXISTING 20' EASEMENT-
DOC. NO. 200109725

EASTERLY LINE-
LOT 1, DINSDALE SUB.

DINSDALE

SUBDIVISION

LOT 1

LOT 2

ROAD
WEBB

STOLLEY PARK ROAD

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 120'
DATE: 8/8/2013	FILE: DINSDALE



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-11

**#2013-278 - Approving Certificate of Final Completion for
Downtown Parking Lot Pavement Patching & Crack Repair;
Project No. 2013-PL-1**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: August 27, 2013

Subject: Approving Certificate of Final Completion for
Downtown Parking Lot Pavement Patching & Crack
Repair; Project No. 2013-PL-1

Item #'s: G-11

Presenter(s): John Collins PE, Public Works Director

Background

J.I.L. Asphalt Paving Co. of Grand Island, Nebraska was awarded a \$30,844.00 contract on July 23, 2013. Work on the project commenced on August 13, 2013 and was completed on August 15, 2013.

This project addressed pavement in the Chamber Lot (north side of Second Street, east side of Walnut Street); Nathan's Lot (south side of South Front Street, east side of Pine Street); and the Dodge Lot (between First Street and Division Street, from Walnut Street to Wheeler Avenue).

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$24,004.30.

The original bid amount exceeded the Engineer's estimate; however, it was determined appropriate to award the contract in order to repair potholes that were hazardous for motorists and pedestrians. The amount of pavement repair work was reduced to the amount of funds that were available. The project was underrun by \$6,839.70.

Another pavement patching and crack repair project will be planned for next year after the availability of funds is determined.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1.

Sample Motion

Move to approve the Certificate of Final Completion for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Downtown Parking Lot Pavement Patching & Crack Repair
CITY OF GRAND ISLAND, NEBRASKA
August 27, 2013

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Downtown Parking Lot Pavement Patching & Crack Repair Project No. 2013-PL-1 has been fully completed by J.I.L. Asphalt Paving Co. of Grand Island, Nebraska under the contract dated August 8, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

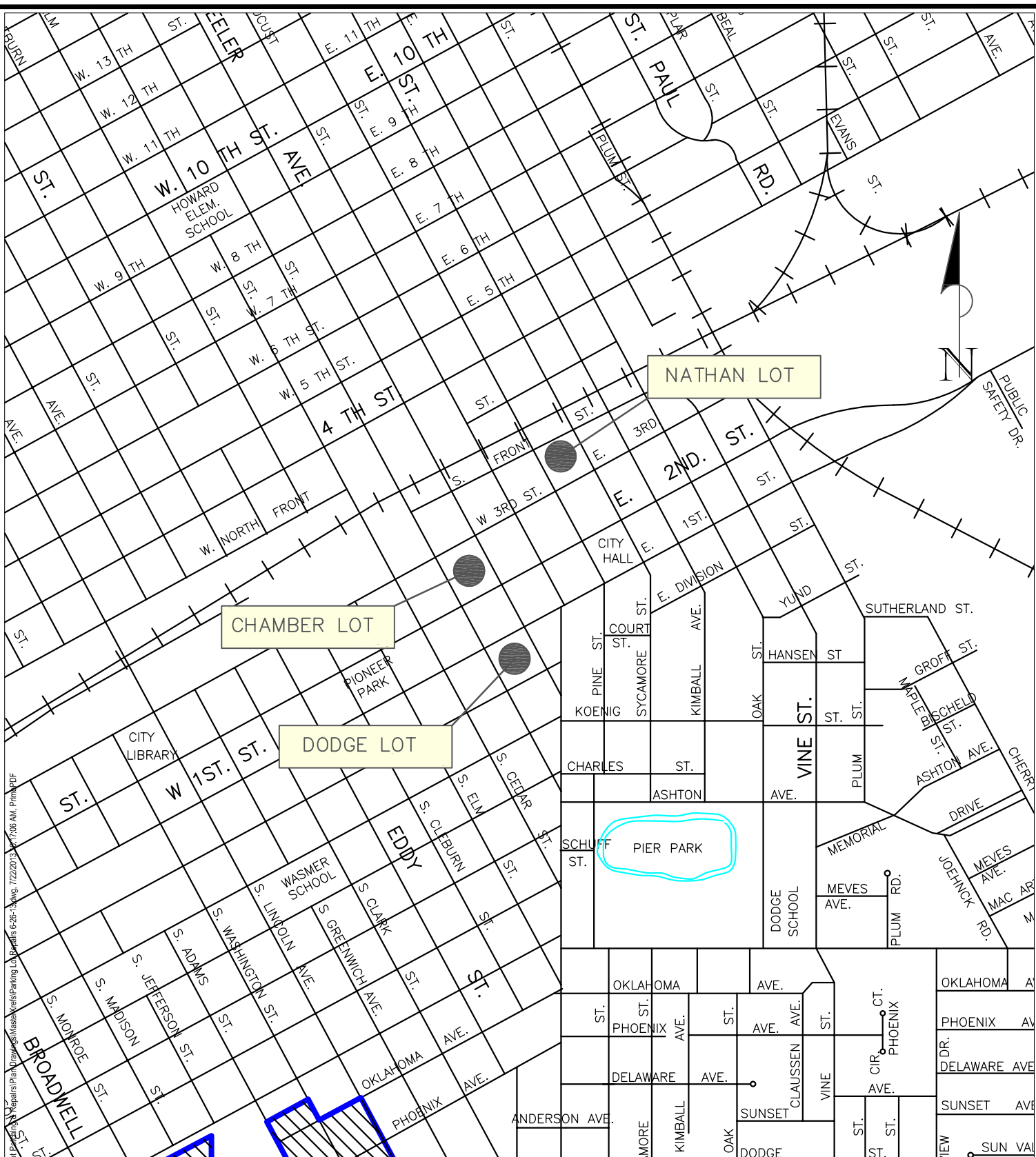
Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid					
1	Mobilization	1.00	l.s.	\$3,225.00	\$3,225.00
2	Crack Repair, Type C	260.00	l.f.	\$4.70	\$1,222.00
3	Asphalt Pavement Removal for Patching, Partial Depth	216.00	s.y.	\$39.75	\$8,586.00
4	Asphalt Pavement Removal for Patching, Full Depth	85.00	s.y.	\$80.00	\$6,800.00
5	Asphaltic Concrete for Patching, Type SPL	70.70	ton	\$59.00	\$4,171.30
6	Remove and Replace Unsuitable Material	0.00	c.y.	\$50.00	\$0.00
Total Bid Section #1 =					\$24,004.30

I hereby recommend that the Engineer's Certificate of Final Completion for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1 be approved.

John Collins, PE–City Engineer/Public Works Director

Jay Vavricek – Mayor



J:\Downloads\Bidding\Lot20130804\PL-1-Chamber, Nathan's & Dodge
 In Planning & Repairs\Plan Drawings\Master\Kris\Bids\Bidding Lot 20130804 PL-1-Chamber, Nathan's & Dodge
 7/22/2013 10:17:08 AM Print PDF



DATE: 07-22-2013
DRAWN BY: ETB
APPVD. BY: SG
SCALE NONE

Parking Lot Repair
 2013-PL-1
 Chamber Of Commerce Lot
 Dodge Lot
 Nathan Lot

PLAN
 1 / 1

RESOLUTION 2013-278

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2013-PL-1, Downtown Parking Lot Pavement Patching & Crack Repair, certifying that J.I.L. Asphalt Paving Co. of Grand Island, Nebraska, under contract, has completed such work; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Downtown Parking Lot Pavement Patching & Crack Repair; Project No. 2013-PL-1, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2013	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-12

#2013-279 - Approving Agreement with Olsson Associates for Construction Engineering Services for the Third and Wheeler Historical Lighting Project

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Scott Gripenstroh, Project Manager

Meeting: August 27, 2013

Subject: Approving Agreement with Olsson Associates for Construction Engineering Services for the Third and Wheeler Historical Lighting Project

Item #'s: G-12

Presenter(s): John Collins PE, Public Works Director

Background

All agreements must be approved by the City Council.

On May 24, 2011 City Council approved the Project Program Agreement between the City Of Grand Island and Nebraska Department of Roads for utilizing Federal-aid Transportation Enhancement (TE) Program funds for the Third and Wheeler Downtown Historical Lighting Improvement project.

This project will construct 20 Historical Street Lights one block west, one block east and one half block south of the Kaufmann Park at 3rd Street and Wheeler Avenue. The purpose of the project is to revitalize and preserve historical Downtown Grand Island, and to provide adequate lighting for pedestrians and motorists. The design of the street lighting poles and luminaires is based on other historical lights located in Grand Island's Downtown.

The brick paver strip along the public sidewalk in the project corridor will also be replaced to upgrade walkway conditions and embellish the historical appearance. Adjacent deteriorated sidewalk will also be replaced at some locations.

The Downtown Business Improvement District will provide the local matching funds (20%) through their revenues and through funding awarded by the Community Redevelopment Authority.

Discussion

The City of Grand Island solicited the Request for Proposals for Engineering Consulting Services related to the Third and Wheeler Historical Lighting project on July 20, 2011. The scope of services in the Request for Proposals included Construction Engineering Services.

Olsson Associates was selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal Aid Transportation projects, and their familiarity with the Third and Wheeler Historical Lighting project design and specifications. Public Works Engineering staff conducted negotiations to determine the appropriate scope and fee to satisfy FHWA and NDOR requirements and to ensure quality construction inspection and project management.

Preliminary Engineering services were procured through the Small Purchase Procurement Procedures as per Section 4.3.2 of the Local Public Agencies Guidelines for Federal-Aid Projects. As per guidance from the Local Projects Division of the Nebraska Department of Roads, the City of Grand Island may contract Construction Engineering services up to the difference between \$60,000.00 and the total amount expended for Preliminary Engineering services. This difference is \$11,128.18.

Olsson Associates will be paid a fixed-fee-for-profit of \$1,266.14 and up to a maximum amount of \$9,832.38 for actual costs in accordance with Exhibit "B", with a total amount of \$11,098.52.

City of Grand Island staff will perform most of the construction oversight and project management tasks, and all construction staking. The City of Grand Island will be reimbursed 80% of these costs.

The tentative start date for construction is September 30, 2013. The project is expected to be completed in November 2013.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

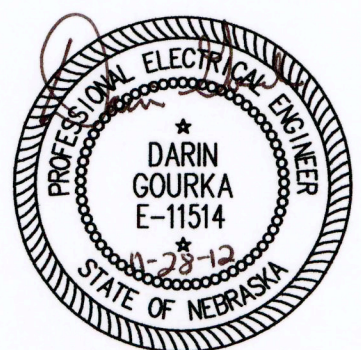
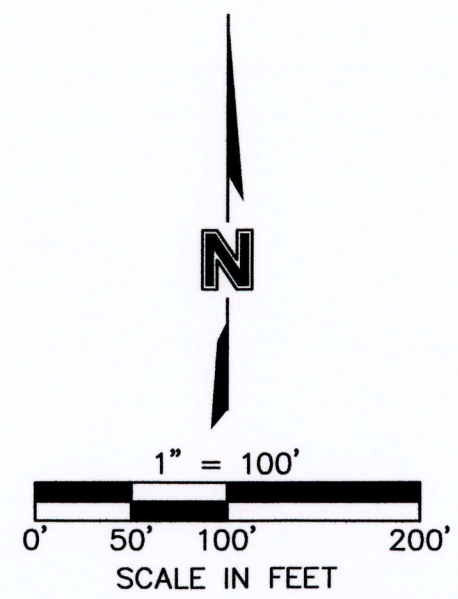
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approves the agreement with Olsson Associates to perform construction engineering services for the Third and Wheeler Historical Lighting Project.

Sample Motion

Move to approve the agreement with Olsson Associates to perform construction engineering services for the Third and Wheeler Historical Lighting Project.



AERIAL

DWG: F:\Projects\011-1732\Final_Plane\011-1732-Aerial.dwg USER: bsliva
DATE: Nov 29, 2012 2:57pm XREFS: 04_ND08 title block 04_ND08 title block info aerial

**TASK ORDER AGREEMENT
CONSTRUCTION ENGINEERING, CONSULTANT
LPA PROJECTS**

CITY OF GRAND ISLAND
OLSSON ASSOCIATES, INC.
PROJECT NO. ENH-40(60)
CONTROL NO. 42651
3rd & WHEELER HISTORICAL LIGHTING

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the Local Public Agency or LPA, and Olsson Associates, Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in accordance with the terms of the Master Agreement for Consultant Services Project (Master Agreement), State Agreement No. BK1237, executed by the Consultant on February 7, 2012, and by the State of Nebraska Department of Roads (State) on February 14, 2012, the State selected several consultants, including Consultant, to be available to complete services for various local public agency Federal-Aid projects, and

WHEREAS, the LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, the LPA has selected Consultant to provide Construction Engineering services hereinafter the "Services" for its project identified as Project No. ENH-40(60), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the Parties intend that this task order agreement, herein after referred to as "Task Order", include some of the provisions of a February 14, 2012 Master Agreement for on-call services between Consultant and the State of Nebraska, Department of Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal

Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS (LPA Task Order)

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"LPA" stands for Local Public Agency, and in this Task Order means City of Grand Island (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Olsson Associates Inc. and any employees thereof, whose business and mailing address is 1111 Lincoln Mall, Suite 111, Lincoln, Nebraska, 68508.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. TERM OF THE AGREEMENT

This Task Order becomes effective on the date it is signed by the LPA and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit"A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document

- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"; "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition

- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals.

The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Task Order, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans*Port Site Manager as the construction record-keeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the

portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the

Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 4. STAFFING PLAN (TO CE)

The Consultant has furnished LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The undersigned duly authorized representative of the

Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the DR Form 91 "Notification of Contract Completion" is signed by the State. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement unless the Consultant has received a written extension of time from the LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the Contractor, the State, or the LPA may constitute a basis for an extension of time.

SECTION 7. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the Exhibit "B", attached hereto and made a part of this Task Order.

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$1,266.14 and up to a maximum amount of \$9,832.38 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$11,098.52.

SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates this Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions.

Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

Finally, in this connection, the Consultant shall for the life of this Task Order, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this Task Order. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 12. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 13. LPA CERTIFICATION

By signing this Task Order, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request,

Task Order Agreement CE Services
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4-5-13

in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

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IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this _____ day of _____, 2013.

OLSSON ASSOCIATES, INC.
John S. Olsson, P.E.

Sr. Vice President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

EXECUTED by the (LPA) this _____ day of _____, 2013.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2013.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

AGRSCODING

Project No. ENH-40(60)
Control No. 42651
3rd & Wheeler Historical Lighting
Template T-AGRS-7-TO Revised 4-5-13

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: Grand Island 3rd and Wheeler Historical Lighting Improvements
Project Number: ENH-40(60)
Control Number: 42651

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for 3rd and Wheeler Historical Lighting Improvements in Hall County, Nebraska. The project consists of the following improvements: Electrical.

Olsson Associates, Inc., (Consultant) shall serve as agent for the City of Grand Island, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the LPA, with assistance from the Consultant, to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The LPA Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Staff to perform Construction Inspection
8. Staff to perform Project Management

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.

1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Assist LPA to Prepare prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Assist LPA to Maintain maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- ~~Generate contractor's progress and final Estimates in Site Manager~~
- ~~Review Contractor's Construction Schedule~~
- Coordinate with LPA and RC regarding all project activities.
- ~~Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.~~

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and ~~prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.~~

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and ~~distribute meeting notes.~~
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 3 meetings.
- 2.4 Public Meeting (If Required) Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
- 2.5 Assume ~~trips to the project site for meetings.~~

3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).

- 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
- 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
- 3.3 Submit Plans to the RC for their records.

4. ~~SWPPP Inspections/Manual Updates.~~ ~~Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater~~

Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume trips to the project site for SWPP inspections.

5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.

- 5.1 Provide coordination of staking needs with Contractor.
- 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
- 5.3 Stake limits of construction throughout project.
- 5.4 Mark removals including pavement removal limits. Stake right of way and construction easements.
- 5.5 Provide slope stakes for grading
- 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
- 5.7 Provide cross section for new culverts before providing a Culvert Order List to Contractor.
- 5.8 Stake fence relocation and guardrail.
- 5.9 Stake silt fence.
- 5.10 Verify existing tie in elevations and locations and adjust new pavement grades to meet existing pavement.
- 5.11 Assume trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out of scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Assist the LPA with tasks to Maintain maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager Data
 - Review Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.

- 7.1 Girder Shim Surveying
 - Shim shots will be taken at the locations as determined by the designer.
 - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.

8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.

- 8.1 Perform Bearing Calculations

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. LPA Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician", "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- ~~Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance~~
- ~~Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.~~
- ~~Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments~~
- The LPA Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
- The LPA Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
- ~~Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 484) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.~~
- LPA to collect collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer (See Task 14.1) ~~Shop drawing review is not part of the scope of services for this construction engineering agreement~~
- Assist LPA to Draft draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- ~~Prepare a field checked culvert order list~~
- ~~Prepare guardrail order list~~
- ~~Generate periodic progress estimates using SiteManager and forward to RC for further approval.~~
- ~~Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.~~

- ~~On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings~~
- 9.2 ~~Measure, calculate, and document quantities of pay items. Verify City Inspection staff are correctly measuring, calculating and documenting quantities of pay items and provide guidance as needed.~~
- 9.3 ~~Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid week. Verify City Inspection staff are correctly managing records for all necessary information on Daily Work Reports and the Weekly Report of Working Days, and provide guidance as needed.~~

9.4 ~~Assume ___ trips to the site for construction inspection~~

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

- All Aggregate
 - Quality and Soundness acceptance testing
 - Gradation verification testing
- PG Binders & Emulsions
 - All required acceptance testing
- All Steel Products
 - All testing required for heat number pre-approval and acceptance testing
- Chemical Lab
 - All required source pre-approval and acceptance testing
- Smoothness
 - NDOR will run all 10% verification testing for projects with Smoothness
 - Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

- 10.1 Collect, verify, document and deliver all samples to testing lab. This task includes performing concrete batch plant inspection in accordance with NDOR standards and procedures for 2 concrete pours.
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume 6 trips to the project site for Material Sampling and Testing.

11. ~~As Built Drawings. Prepare As built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.~~

~~11.1 As Built Drawings~~

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State

Representative to verify that corrective work identified on the punch list has been completed.

- 12.1 Walkthrough of Site and ~~Preparation of Punch List~~
- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (if required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Review and distribute Shop Plan submittal in accordance with NDOR standards and practices

14.2 ~~Other~~

E. SCHEDULE

- 1. Notice to Proceed: **September 9, 2013**
- 2. The Consultant shall provide a schedule of activities and deliverables upon award

CONSTRUCTION ENGINEERING SERVICES
Consultant's Estimate of Hours

Project Name: 3rd & Wheeler Historical Lighting
Project Number: ENH-40(60)
Control Number: 42651
Location (City, County): Grand Island
Firm Name: Clisson Associates
Consultant Project Manager: Jeff Pallik
Phone/Email: (308) 384-8750 / jpallik@clissonassociates.com
LPA Responsible Charge: Scott Grepenstroh
Phone/Email: (308) 384-5444 / scottg@grand-island.com
NDOR Project Coordinator: Greg Wood
Phone/Email: (402) 479-3831 / greg.wood@nebraska.gov
Date: August 2, 2013



TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	PM	ENG	DES	SCC	SCM	INSP	2INSP	ADM			
For Construction Engineering Services:												
1. Project Management and Coordination												
1.1 Project Management			15									15
Subtotal			15									15
2. Meetings												
2.1 Construction Inspection Planning Meeting			1									2
2.2 Pre-Construction Meeting			2									4
2.3 Construction Progress Meetings			3									6
2.4 Project Management Meetings												
2.5 Trips to Site (Travel Time) for Meetings												
Subtotal			6									12
3. Traffic Control Plan												
3.1 Prepare Traffic Control Plan				2	2							4
3.2 Review Traffic Control Plan (If Completed by Contractor)												
3.3 Sign and Submit Plans to the RC				1								1
Subtotal				3	2							5
4. SWPPP Inspections/Manual Updates												
4.1 Generate SWPPP Manual												
4.2 Conduct SWPPP Inspections												
4.3 Trips to Site (Travel Time) for SWPPP Inspections												
Subtotal												
5. Construction Survey/Staking												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)												
5.11 Trips to Site (Travel Time) for Construction Survey/Staking												
Subtotal												
6. Construction Consultations/Site Manager & Daily Work Report (DWR)												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)			9									9
Subtotal			9									9
7. Girder Shim Surveying (Bridge Projects Only)												
7.1 Girder Shim Surveying												
Subtotal												
8. Perform Bearing Calculations												
8.1 Perform Bearing Calculations												
Subtotal												
9. Construction Inspection												
9.1 Construction Inspection												
9.2 Measure, calculate, and document quantities of pay items												9
9.3 Maintain records/data and prepare the Weekly Report of WDS												18
9.4 Trips to Site (Travel Time) for Construction Inspection												18
Subtotal												45
10. Perform Material Sampling and Testing												
10.1 Collect, verify, document and deliver all samples to testing lab												18
10.2 Provide all required material certifications to the NDOR M & R Lab												5
10.3 Review and document all test results of all samples												10
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												3
Subtotal												36
11. As-Built Drawings												
11.1 Prepare As-Built Drawings												
Subtotal												
12. Final Inspections												
12.1 Walkthrough of Site and Preparation of Punch List			1									1
12.2 Review Project to verify that Punch List has been completed			1									2
Subtotal			2									3
13. Project Closeout												
13.1 Project Closeout			4									4
Subtotal			4									8
14. Other												
14.1 Shop Drawing Review			5									5
14.2 Other												
Subtotal			5									5
Total Hours			41	3	2							36
Total Days (8 hrs)			5.1	0.4	0.3							4.5
Total Travel Time												3
Total Hours minus Travel Time			41	3	2							33
												60
												139

Consultant's Independent Cost Estimate for CE Services
Estimate of Hours

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Grand Island

CONSTRUCTION ENGINEERING SERVICES
Cost by Task

Project Name: 3rd & Wheeler Historical Lighting

Project Number: ENH-40(60)

Control Number: 42651

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Palik

Phone/Email: (308) 384-8750 / jpalik@olssonassociates.com

LPA Responsible Charge: Scott Gripenstroh

Phone/Email: (308) 384-5444 / scottg@grand-island.com

NDOR Project Coordinator: Greg Wood

Phone/Email: (402) 479-3831 / greg.wood@nebraska.gov

Date: August 2, 2013

Add
Logo Here

Tasks	Total Hours	Direct Labor Cost	Overhead 170.67%	Fee for Profit 12.95%	Total Project Cost
For Construction Engineering Services:					
1. Project Management and Coordination	15	\$615.15	\$1,049.88	\$215.62	\$1,880.65
2. Meetings	12	\$358.56	\$611.95	\$125.68	\$1,096.19
3. Traffic Control Plan	5	\$136.19	\$232.44	\$47.74	\$416.37
4. SWPPP Inspections/Manual Updates					
5. Construction Survey/Staking					
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	9	\$369.09	\$628.93	\$129.37	\$1,128.39
7. Girdler Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	45	\$843.75	\$1,440.03	\$295.75	\$2,579.53
10. Perform Material Sampling and Testing	36	\$669.60	\$1,142.81	\$234.71	\$2,047.12
11. As-Built Drawings					
12. Final Inspections	3	\$100.77	\$171.98	\$35.32	\$308.07
13. Project Closeout	12	\$314.04	\$535.87	\$110.08	\$960.09
14. Other	5	\$205.05	\$349.86	\$71.87	\$626.88
Direct Expenses					\$55.24
TOTAL	142	\$3,612.20	\$6,164.95	\$1,266.14	\$11,098.53

CONSTRUCTION ENGINEERING SERVICES
Project Cost

Project Name: 3rd & Wheeler Historical Lighting

Project Number: ENH-40(60)

Control Number: 42651

Location (City, County): Grand Island

Firm Name: Olsson Associates

Consultant Project Manager: Jeff Paik

Phone/Email: (308) 384-8750 / jpaik@olssonassociates.com

LPA Responsible Charge: Scott Giepenstroh

Phone/Email: (308) 384-5444 / scottg@grand-island.com

NDOR Project Coordinator: Greg Wood

Phone/Email: (402) 479-3831 / greg.wood@nebraska.gov

Date: August 2, 2013



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal			
Project Manager	41	\$41.01	\$1,681.41
Engineer	3	\$29.37	\$88.11
Designer/CADD Technician	2	\$24.04	\$48.08
Survey Crew Chief		\$26.06	
Survey Crew Member		\$15.50	
Inspector 2	36	\$18.60	\$669.60
Inspector 1	60	\$18.75	\$1,125.00
Administrative		\$17.10	
TOTALS	142		\$3,612.20

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		\$25.00
Mileage/Travel		\$30.24
Lodging/Meals		
Material Testing		
Other Miscellaneous Costs		
TOTALS		\$55.24
Total Project Costs:		Amount
Direct Labor Costs		\$3,612.20
Overhead @ 170.67%		\$6,164.94
Total Labor Costs		\$9,777.14
Fee for Profit Rate @ 12.95%		\$1,266.14
Direct Expenses		\$55.24
PROJECT COST		\$11,098.52

Legend
TOS Test or Sample
CC Contractor's Certification
MC Manufacturer Certification
COC Certification of Compliance
COT Certification of Test
PPL Approved Products List

PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

State of Nebraska Department of Roads
Material Sampling and Testing Summary

Contract ID 4651X
Project Number ENH-40(60)
Location SRD/WHEELER, GRAND ISLAND
Type of Work ELECTRICAL
Letting Date June 27th, 2013

These are estimated quantities for materials that need to be tested for this project.
Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Exhibit "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments
GROUP 88 ELECTRICAL	0001	1.08	BARRICADE, TYPE II	600.000	BDAY	Reflectivity Test	5	1 of every 5, or a minimum of two of each type
	0008	3013.1	CONCRETE CLASS 47B-3000 BARRIER CURB	190.000	LF			
	Assume: Poured with others							
		20						
	0009	3016.03	CONCRETE CLASS 47B-3000 SIDEWALK 5"	163.000	SY	Sample for Quality		Sample required if from a non-approved stock
	Assume: 6 Pours							
		25						
	0012	A074.14	2-INCH CONDUIT, JACKED	1536.000	LF	Sample for Quality		Sample required if from a non-approved stock
	0013		Electrical Conduit	9216.000	LF	Sample for Quality	1	1 - 2" sample for each lot or batch, 1 Types
			STREET LIGHTING CABLE, 2 Types					
	0015	A190.00	STREET LIGHTING UNIT	20.000	EACH	Sample for Quality	2	1 - 4" sample for each cable type per lot, 2 Types
	Assume: Poured with others							
		2 CV/Unit						
		40						
	SG-16	MASTERS						
	SG-16	BEASON						
	SG-16	MASTERS						
	SP-77							
	SG-21	KAREL						
	SG-21	KAREL						
	SG-16	MASTERS						
	SG-16	BEASON						
	SG-16	MASTERS						
	SG-16	MASTERS						
	SG-16	BEASON						
	SG-16	MASTERS						
	SG-16	BEASON						
	SG-16	MASTERS						
	SG-23	DONDLINGER						
Guidance								

Concrete Calculations			
Conversion Factor			
47B-3500 and 47B-3000	Fine Agg	0.806	CY Agg/CY PCC
	Coarse Agg	0.3618	CY Agg/CY PCC
	1PF Cement	564	lbs/CY PCC
Agg/Cement Sampling & Testing Totals			
Fine Agg	1.3	Tons/CV Agg	
Coarse Agg	1.25	Tons/CV Agg	
1PF Cement	n/a		

Bid Item Summary: 85.00			
	CY	68.51	
	CY	30.75	
	Tons	23.97	
Totals			

SG-16	BEASON	One Test every 1500 tons	1	Fine Agg Gradation	Tons	89.06
SG-16	BEASON	One Test every 1500 tons	1	Fine Agg Quality	Tons	38.44
SG-16	MASTERS	One Test every 750 tons; NDR will test these samples	1	Coarse Agg Gradation	Tons	23.97
SG-16	MASTERS	One Test every 750 tons; NDR will test these samples	1	Coarse Agg Quality	Tons	23.97
SG-16	MASTERS	One Test every 1500 tons	1	1PF Cement Sample	Tons	23.97

** These totals assume all concrete produced by at a single source.

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$1,266.14 and up to a maximum amount of \$9,832.38 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$11,098.52. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. Out of Scope Services and Consultant Work Orders. The LPA may request that

Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at

www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO

must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more

CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs

plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "12.95%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.transportation.nebraska.gov/aff/lpa-guide-man.html#policies4>. The

invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/aff/lpa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

- K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant

invoices.

Project No. ENH-40(60)
Control No. 42651
3rd & Wheeler Historical Lighting
Template T-AGRS-1F Dated 3-30-12

EXHIBIT "B"
Sheet 5 of 7

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall

submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA

and project closeout by the State. Such materials must be available for inspection by
Project No. ENH-40(60) EXHIBIT "B"
Control No. 42651
3rd & Wheeler Historical Lighting
Template T-AGRS-1F Dated 3-30-12
Sheet 6 of 7

the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

Project No. ENH-40(60)
Control No. 42651
3Rd & Wheeler Historical Lighting
Template T-AGRS-1F Dated 3-30-12

EXHIBIT "B"
Sheet 7 of 7

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Completed Operations Aggregate (if applicable)
\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be

provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

• **Pollution Coverage –**

- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

- Limits of at least: \$ 1,000,000 CSL Per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

- Limits: Statutory coverage for the State where the project is located.
- Employer's Liability limits: \$100,000 Each Accident
- \$100,000 Disease – Per Person
- \$500,000 Disease – Policy Limit
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

- Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate
- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

- Limits of at least: \$100,000 Electronic Data Processing Data and Media
- \$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

RESOLUTION
SIGNING OF A PROFESSIONAL SERVICES AGREEMENT – BK1364

City of Grand Island

Resolution No. _____

Whereas: City of Grand Island is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Grand Island and Olsson Associates Inc., wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project.

Be It Resolved: by the City Council of the City of Grand Island, Nebraska that:

Jay Vavricek, Mayor of the City of Grand Island, is hereby authorized to sign the attached construction engineering services agreement between the City of Grand Island, Nebraska and Olsson & Associates Inc.

NDOR Project Number: ENH-40(60)

NDOR Control Number: 42651

NDOR Project Description: 3rd & Wheeler Historical Lighting

Adopted this _____ day of _____, 2013 at _____, Nebraska.
(Month)

The City Council of the City of Grand Island, Nebraska

Board/Council Member _____
Moved the adoption of said resolution _____
Member _____ Secoded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

RESOLUTION 2013-279

WHEREAS, the Third and Wheeler Downtown Historical Lighting Improvement project program agreement was approved by City Council on May 24, 2011 between the City of Grand Island and Nebraska Department of Roads for utilizing Federal-aid Transportation Enhancement (TE) Program funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-Aid project; and

WHEREAS, the City of Grand Island and Olsson Associates, Inc. of Grand Island, Nebraska wish to enter into a Construction Engineering Services Agreement to provide construction oversight related to the Third and Wheeler Downtown Historical Lighting Improvement project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Construction Engineering Services Agreement between the City of Grand Island and Olsson Associates, Inc. of Grand Island, Nebraska.

NDOR Project No. ENH-40(60)

NDOR Control No. 42651

NDOR Project Description - Grand Island 3rd and Wheeler Historical Lighting Improvements

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-13

**#2013-280 - Approving Change Order No. 5 for Lift Station No. 7
Improvements; Project No. 2011-S-1A**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 27, 2013

Subject: Approving Change Order No. 5 for Lift Station No.7
Improvements Project No. 2011-S-1A

Item #'s: G-13

Presenter(s): John Collins PE, Public Works Director

Background

Public Works in conjunction with Community Development developed multi-year contracts in upgrades for the capacity and quality of sanitary sewer in an area of Grand Island defined as the Lift Station No. 7 Watershed. The projects are Community Development Block Grant (CDBG) Disaster Recovery Programs.

On July 26, 2012 an ad to bidders for Project WWTP-2011-S-1A, Lift Station No. 7 Improvements was published in the Grand Island Daily Independent.

On August 28, 2012, Resolution 2012-224, City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95.

On March 12, 2013, Resolution 2013-66, City Council approved Change Order No. 1 encompassing work to remove asbestos found in the roofing material by B2 Environmental, Inc., in the amount of \$1,897.50 for a revised contract amount of \$481,456.45.

On April 23, 2013, Resolution 2013-121 City Council approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the amount of \$466.00.

On July 9, 2013, Resolution 2013-220 City Council approved Change Order Nos. 2 & 3 encompassing work in finalizing Work Change Directive No. 1, the addition of safety grab bars, isolation valve, steel I-Beam, concrete pavement, and surplus brick veneer credit, in the amount of \$3,336.89 for a revised contract amount of \$484,793.34.

On July 23, 2013 Resolution 2013-242 City Council approved Change Order No. 4 encompassing a revised connection to existing six (6) inch force main to include a forty-five (45) degree fitting and additional twenty (20) foot section of six (6) inch ductile iron pipe.

Discussion

The Project Engineer has issued a certificate of final completion of August 23, 2013 for all work in project Lift Station No. 7 Improvements, 2011-S-1A.

Change Order No. 5 adds nine (9) calendar days to the previous final completion date of August 14, 2013, for a new final completion date of August 23, 2013.

TOTAL COST FOR CO5-1	\$	0.00
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TOTAL SUMMARY OF COSTS	\$	0.00
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Wastewater staff and the consulting engineer Olsson Associates have reviewed the reasoning in adding nine (9) additional days and believe such consideration will bring benefit to the overall finished product.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve authorization to extend the project final completion date of August 14, 2013 to August 23, 2013 with The Diamond Engineering Company of Grand Island, Nebraska in Lift Station No. 7 Improvements, 2011-S-1A.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a Change Order No. 5 with The Diamond Engineering Company of Grand Island, Nebraska.

Change Order

No. 5 (Final)

Date of Issuance: August 27, 2013

Effective Date: August 27, 2013

Project: Lift Station No. 7 Improvements	Owner: City of Grand Island	Owner's Contract No.: 2011-S-1A
Contract: Lift Station No. 7 Improvements		Date of Contract:
Contractor: The Diamond Engineering Company		Engineer's Project No.: 011-2347

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Extended project completion date to August 23, 2013

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 479,558.95

Increase from previously approved Change Orders

No. 1 to No. 4:

\$5,704.39

Contract Price prior to this Change Order:

\$ 485,263.34

Increase of this Change Order:

\$ 0.00

Contract Price incorporating this Change Order:

\$ 485,263.34

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): May 15, 2013

Increase from previously approved Change Orders

No. 1 to No. 4:

Substantial completion (days): N/A

Ready for final payment (days): August 14, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): August 14, 2013

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): August 23, 2013

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): August 23, 2013

RECOMMENDED:

By: Joe Borde
Engineer (Authorized Signature)

Date: 8/19/13

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: James H. Hender
Contractor (Authorized Signature)

Date: 8-19-13

PROJECT AREA



RESOLUTION 2013-280

WHEREAS, On August 28, 2012, by Resolution 2012-224, City Council awarded, Project WWTP-2011-S-1A, Lift Station No. 7 Improvements to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95; and

WHEREAS, On March 12, 2013, by Resolution 2013-66, City Council approved Change Order No. 1 encompassing professional services for removal and disposal of asbestos in a previous roofing system for the amount of \$1,897.50 for a revised contract amount of \$481,456.45; and

WHEREAS, On April 23, 2013, by Resolution 2013-121, City Council approved Work Change Directive No. 1 incorporating a required mechanical fitting to transition from the existing forced pumping main to new piping systems, in the estimated amount of \$466.00; and

WHEREAS, On July 9, 2013, by Resolution 2013-220, City Council approved Change Order Nos. 2 & 3 incorporating the finished services of Work Change Directive No. 1, and incorporated various mechanical components to the pump station, with a civil edit in a concrete slab grade, and provide savings to the project in using owner provided brick veneer in the amount of \$3,336.89 for a revised contract amount of \$484,793.34; and

WHEREAS, On July 23, 2013, by Resolution 2013-242, City Council approved Change Order No. 4 providing a revised fitting connection, and pipe to the existing ductile iron forced pumping main in the amount of \$470.00 for a revised contract amount of \$485,263.34; and

WHEREAS, Change Order No.5 adds nine (9) calendar days to the previous final completion date of August 14, 2013, for a new final completion date of August 23, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to extend the project final completion date of August 14, 2013 to August 23, 2013 with The Diamond Engineering Company of Grand Island, Nebraska is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 5 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
August 27, 2013	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-14

**#2013-281 - Approving Certificate of Final Completion for Lift
Station No. 7 Improvements; Project 2011-S-1A**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: August 27, 2013

Subject: Approving Certificate of Final Completion for Lift Station No. 7 Improvements; Project 2011-S-1A

Item #'s: G-14

Presenter(s): John Collins PE, Public Works Director

Background

Lift Station 7, installed in the early 1960s currently provides sanitary sewer pumping for an area in southern Grand Island generally between Anna Street and Stolley Park Road/Harrison and Blaine Streets. This service area includes 1,127 structures in single family homes, multi-family residences, and businesses.

The primary purpose of the Lift Station No. 7 Improvements Project included a building replacement, and upgrades to the sanitary sewer lift station forced pumping systems. This included full replacement of all functional components to upgrade system integrity and capacity.

A 2008 Community Development Block Grant (CDBG) in the amount of \$1,003,365 has been awarded to assist in funding administration services and various project phases.

The project "Lift Station No. 7 Improvements" Project No. 2011-S-1A was awarded to Diamond Engineering Co., of Grand Island, Nebraska on September 12, 2012.

Discussion

The project provided new building construction housing gravity sewer pumping equipment. The pumping equipment was upgraded to "Dry Pit Submersible Pumping System". This provides functionality that the station can take flooding condition while maintaining operational status. Variable drive technology is being utilized for continuous pumping; this allows mechanical and motor efficiency in the fluctuating pump station flows. Additionally, a flow monitoring device was installed. The building was designed to current city building codes and Nebraska Department of Environmental Quality (NDEQ) standards.

A unique attribute to the new pumping station is the flexibility to deliver flow to three (3) separate gravity collectors. The pumping system will utilize one (1) gravity collector normally, or if flow demand dictates any combination of the three (3) outlets can be optimized.

City Staff has reviewed the completed work and has issued a certificate of final completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project was completed at a total cost of \$485,637.62. The allocation of the total project cost is divided into eighty three percent (83%) or \$403,079.22 Community Development Grant Funded, and Wastewater funds represent the remaining seventeen percent (17%) or \$82,558.40.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve a resolution authorizing the Certificate of Final Completion.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the Lift Station No. 7 Improvements, Project No.2011-S-1A.

Sample Motion

Move to approve the Certificate of Final Completion for the Lift Station No. 7 Improvements, Project No.2011-S-1A.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Lift Station No.7 Improvements
PROJECT NO. 2011-S-1A
August 27, 2013

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that the Lift Station No. 7 Improvements, Project No. 2011-S-1A has been completed by Diamond Engineering Co., of Grand Island, Nebraska under contract dated September 12, 2012. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

LIFT STATION NO. 7 IMPROVEMENTS, PROJECT 2011-S-1A

Lift Station No.7 Improvements:	\$ 485,263.34
Change Order No. 1, Asbestos Abatement	\$ 1,897.50
Change Order Nos. 2, Mechanical Valve	\$ 466.00
Change Order No. 3, Structural, Civil Components	\$ 2,870.89
Change Order No. 4, Mechanical Fittings	\$ 470.00
Change Order No. 5, Time Extension	\$ 0.00
Total	\$ 485,263.34

SUMMARY OF OTHER COST

Advertisement in GI Daily Independent	\$ 274.28
Building Inspection Department	\$ 100.00
Total of Other Cost	\$ 374.28

TOTAL COST OF: LIFT STATION NO. 7 IMPROVEMENTS PROJECT 2011-S-1A	\$ 485,637.62
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Community Development Grant Funded (83%)	\$ 403,079.22
Wastewater Enterprise Funded (17%)	\$ 82,558.40

Respectfully submitted,

John Collins
Director of Public Works

August 27, 2013

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for Lift Station No.7 Improvements, Project No. 2011-S-1A be approved.

Respectfully submitted,

Jay Vavricek
Mayor



August 23, 2013

Terry Brown, Manager of Engineering Services
100 E. First Street
Grand Island, Nebraska 68801
P.O. Box 1968, Grand Island
Nebraska 68802-1968

Re: Lift Station No. 7 Improvements
Grand Island, Nebraska - 2012
City Project No. 2011-S-1A
CDBG # 08DPI005
OA Project No. 011-2347

Dear Terry,

I, Joseph C. Baxter, state that the above referenced project, completed by The Diamond Engineering Co., Grand Island, Nebraska, has met the requirements for final completion as of August 23, 2013 according to the requirements of the plans and specifications and in general compliance with the terms of the contract.

I recommend that the Lift Station No. 7 Improvements - 2012 project be accepted by the City of Grand Island as meeting the requirements of final completion.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads 'Joe Baxter'.

Joseph C. Baxter, P.E.

PROJECT AREA



RESOLUTION 2013-281

WHEREAS, the City Engineer/Public Works Director issued a Certificate of Final Completion for the Lift Station No. 7 Improvements, Project No. 2011-S-1A certifying that Diamond Engineering Co., of Grand Island, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Lift Station No. 7 Improvements, Project No. 2011-S-1A is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-15

#2013-282 - Approving Change Order No. 2 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 27, 2013

Subject: Approving Change Order No. 2 for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3

Item #'s: G-15

Presenter(s): John Collins PE, Public Works Director

Background

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3.

The completed project provides a new interceptor sewer line added along the south side of 5th Street from Eddy Street to Vine Street. The sewer line size will be a twenty-one (21) inch line with an approximate length of thirty seven hundred (3,700) feet.

The existing 15-inch vitrified clay sewer line that is located in the alley between 4th Street and 5th Street from Eddy Street to Vine Street will be rehabilitated with a combination of spot repairs and the installation of a Cured In Place Pipe (CIPP) liner.

On August 28, 2012, Resolution 2012-360, City Council awarded, Project 2012-S-3, 5th Street Sanitary Sewer Improvements to The Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93.

Community Development Block Grant has allocated revitalization funds to a portion of the project in the amount of \$499,638.70.

On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 for a construction time extension of forty-five (45) days in bid section "A", and construction time extension of thirty-one (31) days in bid section "B".

Discussion

CHANGE ORDER NO. 2

Change Order No. 2-1

The Incorporated work required the addition of 23.6 feet of fifteen (15) inch CIPP liner.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$45.30	Linear Feet	23.6	\$ 1,069.08

TOTAL COST FOR CO2-1 \$ 1,069.08

Change Order No. 2-2

The Incorporated work required the deletion of 64.0 feet of fifteen (15) inch clay tile pipe repair. It was determined after video inspection the contractor means and methods eliminated the need to replace pipe prior to liner installation.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$40.00	Linear Feet	64.0	\$ (2,560.00)

TOTAL COST FOR CO2-2 \$ (2,560.00)

Change Order No. 2-3

The Incorporated work required the deletion of 6.0 each open excavation pits. It was determined after video inspection the contractor means and methods eliminated the need to replace pipe prior to liner installation.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$5,000.00	Each	6.0	\$ (30,000.00)

TOTAL COST FOR CO2-3 \$ (30,000.00)

Change Order No. 2-4

The Incorporated work required the addition of 2.0 each sewer services reinstated with robotic cutting equipment after lining installation.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$80.30	Each	2.0	\$ 160.60

TOTAL COST FOR CO2-4 \$ 160.60

Change Order No. 2-5

The Incorporated work required the deletion of 8.0 each sewer services reinstated after spot repair work.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$1,500.00	Each	8.0	\$ (12,000.00)

TOTAL COST FOR CO2-5 \$ (12,000.00)

Change Order No. 2-6

The Incorporated work required the deletion of 29.0 each of four (4) inch service liners (Top Hats). It was determined after video inspection the existing service(s) condition was reclassified to non-critical eliminating the service liner installation.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$3,250.00	Each	29.0	\$ (94,250.00)

TOTAL COST FOR CO2-6 \$ (94,250.00)

Change Order No. 2-7

The Incorporated work required the deletion of 345.0 square yards of concrete street pavement.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$65.00	Square Yard	345.0	\$ (22,425.00)

TOTAL COST FOR CO2-7 \$ (22,425.00)

Change Order No. 2-8

The Incorporated work required the deletion of 1.0 each of storm water inlet grate.

<u>Bid Unit Price</u>	<u>Units</u>	<u>Quantity Change</u>	<u>Total Price Change</u>
\$2,000.00	Each	1.0	\$ (2,000.00)

TOTAL COST FOR CO2-7 \$ (2,000.00)

TOTAL SUMMARY OF COSTS \$ (162,005.32)

Wastewater staff and the consulting engineer Olsson Associates have reviewed the changed condition(s) and believe such changes will bring benefit to the overall finished product.

Change Order No. 2 will extend the construction completion date to August 12, 2013. Project Retainage in the amount of \$6,618.83 will be released on Pay Application No. 3.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve authorization to adjust line item quantities to the final constructed units as described in Change Order No. 2 with The Van Kirk Brothers of Sutton, Nebraska for 5th Street Sanitary Sewer Improvements, Project 2012-S-3.

Sample Motion

Move to approve the Mayor of the City of Grand Island, Nebraska authorized on behalf of the City of Grand Island to execute a Change Order No. 2 with The Van Kirk Brothers of Sutton, Nebraska for a contract reduction in the amount of \$(162,005.32) for a revised contract amount of \$1,572,100.61.

Change Order

No. 2(Final Bid Section B)

Date of Issuance: August 16, 2013

Effective Date: August 16, 2013

Project: 5th Street Sanitary Sewer
Improvements

Owner: City of Grand Island,
Nebraska

Owner's Contract No.: 2012-S-3

Contract: 5th Street Sanitary Sewer Improvements

Date of Contract:

Contractor: Van Kirk Bros. Contracting, 1200 W Ash, PO Box 585, Sutton, NE
68979

Engineer's Project No.: 011-2347

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Requesting extension on calendar days: Section B – requesting 31 day extension; Final quantity changes.

Attachments (list documents supporting change):

See attached

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$499,638.70

[Increase] [Decrease] from previously approved Change Orders No. N/A
to No. N/A:

\$499,638.70

Contract Price prior to this Change Order:

\$499,638.70

Decrease of this Change Order:

(\$162,005.32)

Contract Price incorporating this Change Order:

\$337,633.38

Original Contract Times:

☐ Working days

☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (date): Section B, June 30, 2013

Increase from previously approved Change Orders
No. N/A to No. 1:

Substantial completion (days): N/A

Ready for final payment (days): Section B, July 31, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (date): Section B, July 31, 2013

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (date): Section B, August 12, 2013

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (date): Section B, August 12, 2013

RECOMMENDED: Olsson Associates

ACCEPTED: City of Grand Island, Nebraska

ACCEPTED: Van Kirk Bros. Contracting

By: 

Engineer (Authorized Signature)

Date: 8/16/13

Approved by Funding Agency (if applicable):

By: _____

Owner (Authorized Signature)

Date: _____

By: 

Contractor (Authorized Signature)

Date: 8/16/13

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1

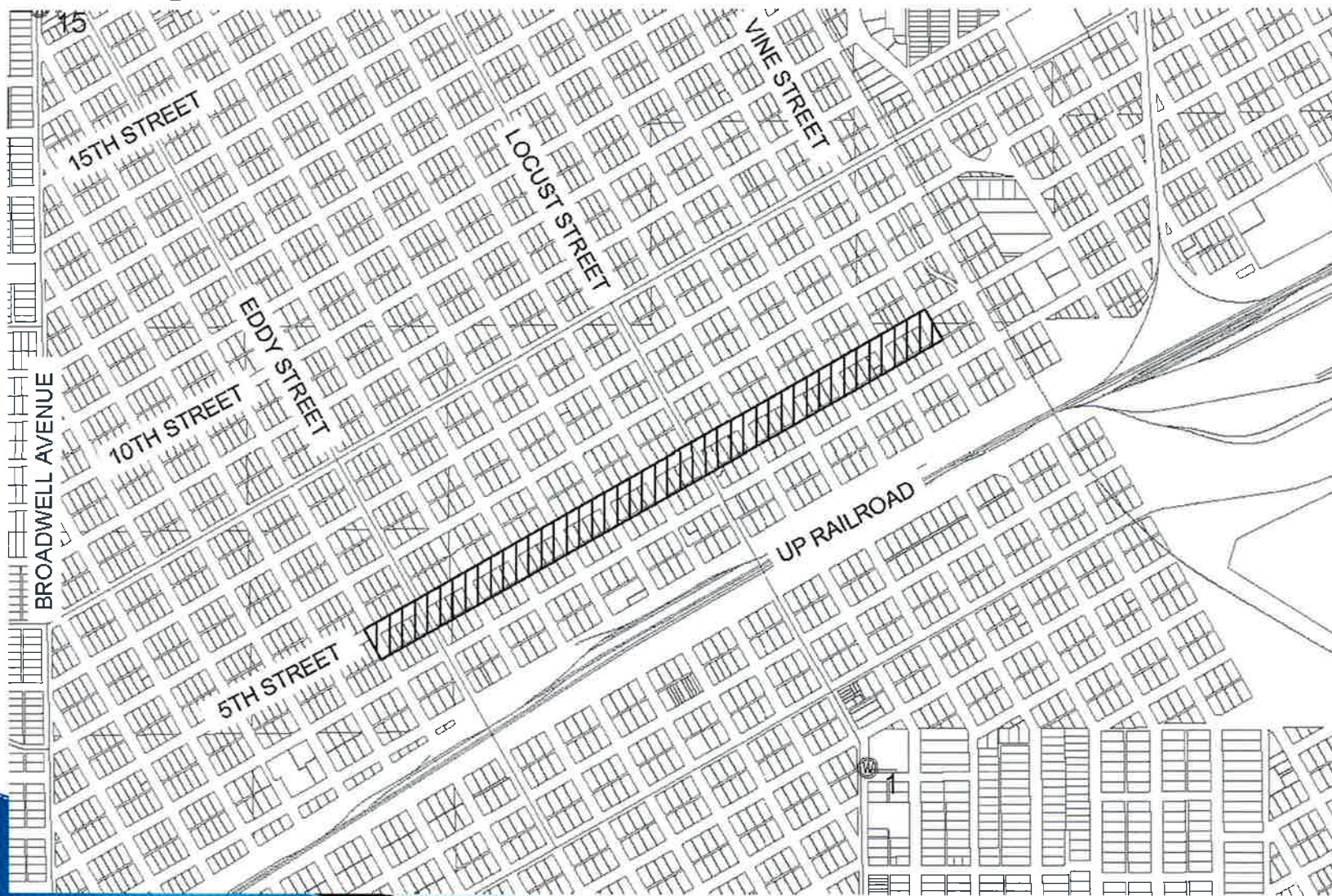
VAN KIRK BROTHERS CONTRACTING
P O BOX 585
SUTTON, NEBRASKA

**SEWER PROJECT 2011-S-1A
5TH STREET SANITARY SEWER IMPROVEMENTS
GRAND ISLAND, NEBRASKA - 2012**

CHANGE ORDER NO. 2 (Final Bid Section B)
DATE: August 16, 2013

Item No.	Description	Item	Plan Quantities	Bid Price	Original Total Cost	Adjusted Quantities	Total Actual Cost	Total Net Increase/Decrease
	UNIT PRICE BID							
	BID SECTION B							
C1.01	Mobilization / Demobilization	LS	1	\$45,600.00	\$45,600.00	1	\$45,600.00	\$0.00
C1.02	15" CIPP Liner	LF	3790	\$45.30	\$171,687.00	3813.6	\$172,756.08	\$1,069.08
C1.03	15" PVC Sanitary Sewer Line (Spot Repair), S	LF	126	\$40.00	\$5,040.00	62	\$2,480.00	-\$2,560.00
C1.04	Spot Repair Excavation	EA	12	\$5,000.00	\$60,000.00	6	\$30,000.00	-\$30,000.00
C1.05	Reinstate Sewer Service (CIPP Liner)	EA	150	\$80.30	\$12,045.00	152	\$12,205.60	\$160.60
C1.06	Reinstate Sewer Service (Spot Repair)	EA	14	\$1,500.00	\$21,000.00	6	\$9,000.00	-\$12,000.00
C1.07	CIPP Service Liner	EA	40	\$3,250.00	\$130,000.00	11	\$35,750.00	-\$94,250.00
C1.08	Remove and Replace Pavement	SY	408	\$65.00	\$26,520.00	63	\$4,095.00	-\$22,425.00
C1.09	Remove and Replace Grate Inlet	EA	1	\$2,000.00	\$2,000.00	0	\$0.00	-\$2,000.00
C1.10	Bypass Pumping	LS	1	\$5,246.70	\$5,246.70	1	\$5,246.70	\$0.00
C1.11	Traffic Control	LS	1	\$20,500.00	\$20,500.00	1	\$20,500.00	\$0.00
				\$108.00	\$0.00	0	\$0.00	\$0.00
	TOTAL BID SECTION B				\$499,638.70		\$337,633.38	-\$162,005.32

Project Area



RESOLUTION 2013-282

WHEREAS, On August 28, 2012, Resolution 2012-360, City Council awarded Project 2012-S-3, 5th Street Sanitary Sewer Improvements to The Van Kirk Brothers Contracting of Sutton, Nebraska, in the amount of \$1,734,105.93; and

WHEREAS, On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 incorporating additional construction calendar days into the contract; and

WHEREAS, Change Order No. 2 balances the construction bid unit quantities measurements based on the actual field measurements from final installed work for bid section "B" in cost reduction amount of \$(162,005.32).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with the scope described in Change Order No. 2 with The Van Kirk Brothers Contracting of Sutton, Nebraska is hereby approved for a revised contract amount of \$1,572,100.61; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 2 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 27, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-16

#2013-283 - Approving Certificate of Final Completion for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3 Bid Section "B"

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: August 27, 2013

Subject: Approving Certificate of Final Completion for 5th Street Sanitary Sewer Improvements; Project No. 2012-S-3 Bid Section “B”

Item #'s: G-16

Presenter(s): John Collins PE, Public Works Director

Background

The project “5th Street Sanitary Sewer Improvements” Project No. 2012-S-3 was awarded to The Van Kirk Brothers Contracting of Sutton, Nebraska on December 18, 2012 in the amount of \$1,734,105.93.

The primary purpose of the 5th Street Sanitary Sewer Improvements Project, Bid Section “B” is to rehabilitate the existing 15-inch vitrified clay sewer line that is located in the alley between 4th Street and 5th Street from Eddy Street to Vine Street with a combination of spot repairs and the installation of a Cured In Place Pipe (CIPP) liner.

Community Development Block Grant has allocated revitalization funds to a portion of the project in the amount of \$499,638.70.

On July 23, 2013, Resolution 2013-241, City Council approved Change Order No. 1 for a construction time extension of thirty-one (31) days in bid section “B”.

Additionally, On August 27, 2013 Resolution 2013-282, City Council approved Change Order No. 2 in balancing the construction bid unit quantities measurements based on the actual field measurements from final installed work for bid section “B” in a cost reduction amount of \$(162,005.32).

Discussion

The engineer for the project, Black & Veatch of Kansas City, Missouri, and Olsson Associates of Grand Island. along with City Staff, have reviewed the completed work and have issued a certificate of final completion (August 23, 2013) in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The project; Bid Section “B” provided lining systems to approximately thirty-eight hundred (3,800) feet of existing vitrified clay pipe segment(s), in fifteen (15) inch diameter pipe.

The project was completed at a total cost of \$337,633.38.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve a resolution authorizing the Certificate of Final Completion.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

Public Works Administration recommends that the Council approve the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section “B”.

Sample Motion

Move to approve the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section “B”.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

5th Street Sanitary Sewer Improvements
Bid Section "B"
Project No. 2012-S-3
August 27, 2013

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "B" has been completed by The Van Kirk Brothers Contracting of Sutton, Nebraska under contract dated January 18, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

5th STREET SANITARY SEWER IMPROVEMENTS, PROJECT 2012-S-3, BID SECTION "B"

5 th Street Sanitary Sewer Improvements; Bid Section "B":	\$ 499,638.70
Change Order No. 2, Quantity Adjustments	\$ (162,005.32)

TOTAL PROJECT COST	\$ 337,633.38
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SUMMARY OF OTHER COST

None	\$ 0.00
------	---------

TOTAL OTHER COST	\$ 0.00
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TOTAL COST OF:	
5th Street Sanitary Sewer Improvements	
PROJECT 2012-S-3	\$ 337,633.38

Respectfully submitted,

John Collins
Director of Public Works

August 27, 2013

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "B" be approved.

Respectfully submitted,

Jay Vavricek
Mayor

August 23, 2013

Terry Brown, Manager of Engineering Services
100 E. First Street
Grand Island, Nebraska 68801
P.O. Box 1968, Grand Island
Nebraska 68802-1968

Re: 5th Street Sewer Improvements – Bid Section “B”
Grand Island, Nebraska - 2012
City Project No. 2012-S-3
CDBG # 11-CR-003
OA Project No. 011-2347

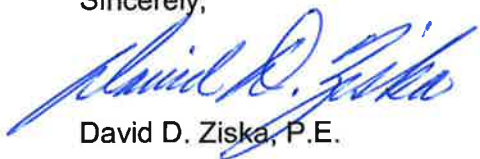
Dear Terry,

I, David D. Ziska, state that the above referenced project, completed by Van Kirk Brothers Contracting, Sutton, Nebraska, has met the requirements for final completion for the Bid Section “B” portion of the 5th Street Sewer Improvements project as of August 12, 2013 according to the requirements of the plans and specifications and in general compliance with the terms of the contract.

I recommend that the Bid Section “B” portion of the 5th Street Sewer Improvements project be accepted by the City of Grand Island as meeting the requirements of final completion.

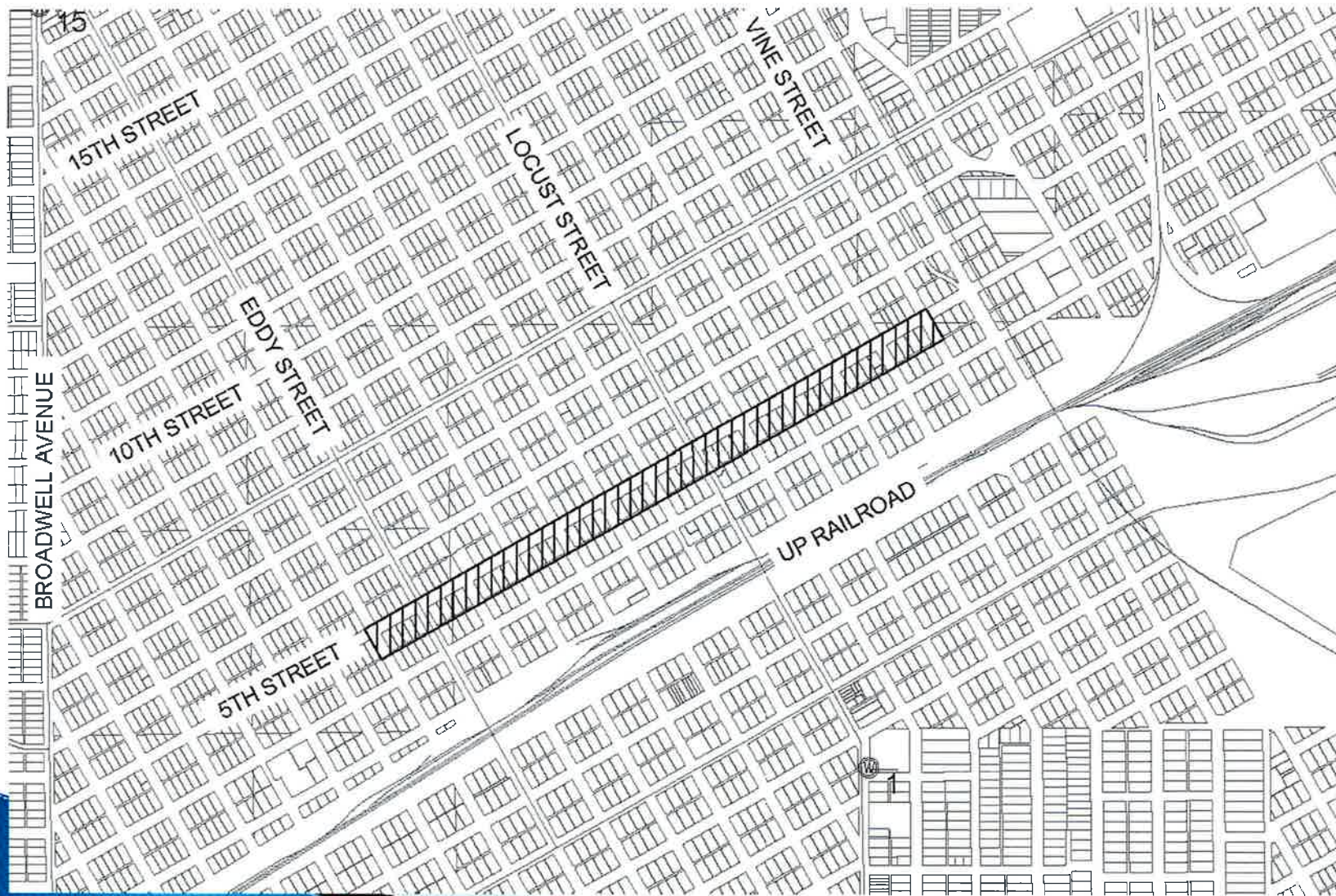
If you have any questions or comments, please do not hesitate to call.

Sincerely,



David D. Ziska, P.E.

Project Area



RESOLUTION 2013-283

WHEREAS, the Engineer, Black & Veatch of Kansas City, Missouri, and Olsson Associates of Grand Island issued a Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "B" certifying that The Van Kirk Brothers Contracting of Sutton, Nebraska, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the 5th Street Sanitary Sewer Improvements, Project No. 2012-S-3, Bid Section "B" is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 27, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-17

#2013-284 – Approving Forgiving Loan to Grand Island Skeet and Sporting Clay Club

Staff Contact: Jaye Monter

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: August 27, 2013

Subject: Consideration of Forgiving the Debt Owed by the Grand Island Skeet and Sporting Clay Club

Item #'s: G-17

Presenter(s): Jaye Monter, Finance Director

Background

On March 9, 2004 the Grand Island City Council (Council) approved Resolution 2004-46 authorizing the City of Grand Island (City) to lend One Hundred Thousand Dollars (\$100,000.00) to the Grand Island Skeet and Sporting Clay Club (Club) to defray the expense of moving the skeet range to its present location at the Heartland Public Shooting Park. As of this date Ten Thousand Dollars (\$10,000.00) of that loan remains unpaid.

Since 2004 the Club has made over Two Hundred Thousand Dollars (\$200,000.00) in capital improvements to the City owned Heartland Public Shooting Park.

On August 20, 2013 the subject of the Club's loan was discussed during that evening's meeting of the Council. The Council directed City staff to bring a Resolution before it granting forgiveness of the unpaid portion of the City's loan to the Club.

Discussion

As the governing body of the City, the Council has authority to forgive loans on behalf of the City. Approving the Resolution before you tonight would forgive the unpaid portion of the City's loan to the Club.

Alternatives

It appears the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve.
2. Refer the issue to a Committee.

3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

The City Administration recommends the approval of Resolution 2013-284.

Sample Motion

Move to approve Resolution 2013-284.

RESOLUTION 2013-284

WHEREAS, on March 9, 2004 the Grand Island City Council approved Resolution 2004-46 authorizing the City of Grand Island to lend One Hundred Thousand Dollars (\$100,000.00) to the Grand Island Skeet and Sporting Clay Club to defray the expenses of relocating the skeet range to its present location at the Heartland Public Shooting Park; and

WHEREAS, Ten Thousand Dollars (\$10,000.00) of that loan remains unpaid; and

WHEREAS, since 2004 the Grand Island Skeet and Sporting Clay Club has made over Two Hundred Thousand Dollars (\$200,000.00) in capital improvements to the Heartland Public Shooting Park; and

WHEREAS, in light of the above the City Council believes it to be equitable and in the best interests of the City to forgive the unpaid balance of the above referenced loan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the unpaid balance of Ten Thousand Dollars (\$10,000.00) of the loan made by the City to the Grand Island Skeet and Sporting Clay Club is hereby forgiven.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2013	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item G-18

#2013-285 - Approving Annual Agreement for Financial Software Licensing and Support

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 27, 2013

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Item #'s: G-18

Presenter(s): Jaye Monter, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year in order to receive software upgrades and technical assistance from the company, it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2013 to 9/13/2014 is \$138,272.24. This includes system support and licensing updates for: Operating System Database Administrative Support \$26,635.01, MUNIS Module Support and Update Licensing \$108,637.23, and Graphic User Interface (GUI) Support \$3,000.

The Operating system Database Administrative Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free on-site system server transfers.

Munis Module Support and Update Licensing includes support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Laserfiche, Crystal Reports. Employee Self Service and Munis Office.

The laserfiche feature enables viewing of on-line accounts payable invoices, checks written, purchase orders, and secured employee direct deposit stubs.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Graphic User Interface (GUI) Support is the interface that creates the screens and user “look” to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the 2013-2014 Contract with Tyler Technologies, Inc. for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2013-2014 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$138,272.24.

Sample Motion

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:
1181 City of Grand Island
PO Box 1968
Address: Grand Island, 68802

Contact:
Jaye Monter

Telephone:
308.385.5444

This Support and License Agreement (herein "Agreement") is entered into between City of Grand Island (Licensee) with its principal place of business at 100 East First Street, Grand Island, NE and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 8th day of August 2013.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 09/14/13 and shall remain in force until 09/13/14 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: ☒ City/Town/Village ☐ School ☐ County ☐ Other
(This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS \$ 108,637.23, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2008 R2 system.

Application:

Accounting/GL/BG/AP	F
Accounts Receivable	F
Employee Self Service	D
Fixed Assets	F
General Billing	F
HR Management	D
MUNIS Connector for Laserfiche	E
UB Special Assessments	D
MUNIS Crystal Reports	F
MUNIS Office	F
Payroll	D
Project & Grant Accounting	F
Purchase Orders	F
Requisitions	F
Timekeeping Interface	D

Licensee¹

Date

Application:

Tyler Forms Processing	F
------------------------	---

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President

Date

July 16, 2013

* Current Billable Service Rates are available on request.

Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

Revised 8/1/2007



Empowering people who serve the public®

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-92642	07/16/2013	1 of 1

Questions:

Tyler Technologies - ERP &
Schools
Phone: 1-800-772-2260
Press 2, then 1



Bill To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	46038		USD	NET30	08/15/2013
Date	Description	Units	Rate	Extended Price	
Contract No.: GRAND ISLAND, NE					
	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	26,635.01	26,635.01	
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	26,635.01
Sales Tax	0.00
Invoice Total	26,635.01



Empowering people who serve the public®

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-92445	07/16/2013	1 of 2

Questions:

Tyler Technologies - ERP &
Schools
Phone: 1-800-772-2260
Press 2, then 1



Bill To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	46036		USD	NET30	08/15/2013

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,129.63	6,129.63
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	5,065.77	5,065.77
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - LASERFICHE INTERFACE TO DOCUMENT MANAGEMENT	1	5,054.08	5,054.08
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	7,598.65	7,598.65
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS	1	2,532.88	2,532.88
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	3,799.33	3,799.33
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	5,850.64	5,850.64
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	8,358.05	8,358.05
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	0.00	0.00
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	8,358.05	8,358.05
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	TYLER FORM PROCESSING SUPPORT	1	3,518.03	3,518.03
	:			
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	8,358.05	8,358.05
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	27,860.56	27,860.56
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,545.81	3,545.81
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	7,036.05	7,036.05
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	5,571.65	5,571.65
	Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014			



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Remittance:

Tyler Technologies, Inc.
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Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-92445	07/16/2013	2 of 2

Questions:

Tyler Technologies - ERP &
Schools
Phone: 1-800-772-2260
Press 2, then 1

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PO BOX 1968
GRAND ISLAND, NE 68802

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PO BOX 1968
GRAND ISLAND, NE 68802

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1181	46036		USD	NET30	08/15/2013
<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>	

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	108,637.23
Sales Tax	0.00
Invoice Total	108,637.23



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Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-92446	07/16/2013	1 of 1

Questions:

Tyler Technologies - ERP &
Schools
Phone: 1-800-772-2260
Press 2, then 1



Bill To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	46037		USD	NET30	08/15/2013
Date	Description	Units	Rate	Extended Price	
Contract No.: GRAND ISLAND, NE GUI SUPPORT		50	60.00	3,000.00	
Maintenance: Start: 14/Sep/2013, End: 13/Sep/2014					

ATTENTION

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Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	3,000.00
Sales Tax	0.00
Invoice Total	3,000.00

RESOLUTION 2013-285

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2013 to September 13, 2014 for Operating System Database Administrative support is \$26,635.01; and

WHEREAS, the cost for the period of September 14, 2013 to September 13, 2014 for Munis Module support and update licensing is \$108,637.23; and

WHEREAS, the cost for the period of September 14, 2013 to September 13, 2014 for Graphic User Interface (GUI) support is \$3,000.00; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$138,272.24 is hereby approved.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item H-1

**Consideration of Forwarding Blighted and Substandard Area#14
Study to the Hall County Regional Planning Commission**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 27, 2013

Subject: Proposed Blighted and Substandard Area #14

Item #'s: H-1

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Scott Rief by Marvin Planning Consultants. This study is for approximately 6.82 acres of property in north central Grand Island between 13th Street and Faidley Avenue east of Webb Road. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Mr. Rief has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. This is a micro-blight study for a small area that Mr. Rief intends to redevelop if the area can be declared blighted and substandard. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on October 2 and would have a recommendation ready for the last Council meeting in October.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved Mr. Rief does intend to submit an application for TIF to assist in the redevelopment of property immediately north of his Chiropractic office.

Discussion

The action item tonight relate to the Study for proposed CRA Area No. 14 in north central Grand Island as shown below. The study was prepared for 6.82 acres, of all of which are in the Grand Island City Limits

Figure 1
Study Area Map



Robert Sivick, City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blighted, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of August 19, 2013,

18.20% of the City has been declared blighted and substandard. This micro blight area (Area 14) would add another 0.04%. If Area14 were to be declared substandard and blighted by the Council 18.24% of the community would bear that designation.

It does not appear that the declaration of Area 14 would significantly impact the City's ability to declare other areas substandard and blighted.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

Recommendation

City Administration recommends that the Council move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



City of Grand Island, NE
Blight and Substandard Study
Area #14
July 2013



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on all three sides by major transportation routes and the general area of the community has seen considerable new development on the western perimeter of the area but limited redevelopment activities.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include commercial, commercial/office and single-family dwellings.

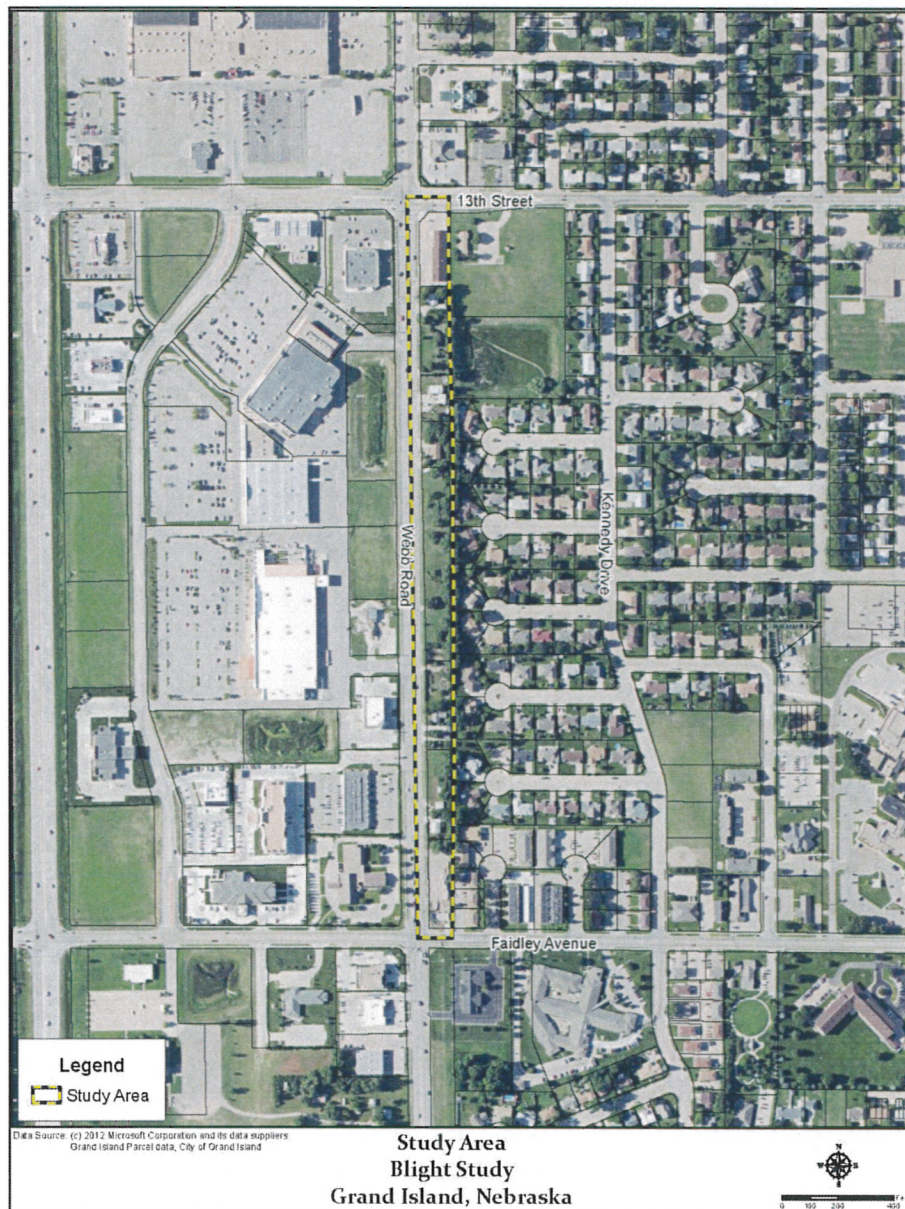
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF N. WEBB ROAD AND W. 13TH STREET; THENCE EASTERLY ALONG SAID CENTERLINE OF W. 13TH STREET TO THE EXTENDED EAST SECTION LINE OF SECTION 17, TWP 11N, RANGE 9W; THENCE SOUTHERLY ALONG SAID EASTERN SECTION LINE TO THE INTERSECTION OF SAID EASTERN SECTION LINE EXTENDED AND THE CENTERLINE OF W. FAIDLEY AVENUE; THENCE, WESTERLY ALONG SAID CENTERLINE OF W. FAIDLEY AVENUE TO THE INTERSECTION OF THE CENTERLINE OF W. FAIDLEY AVENUE AND THE CENTERLINE OF N. WEBB ROAD; THENCE NORTHERLY ALONG THE CENTERLINE OF N. WEBB ROAD TO THE POINT OF BEGINNING.

Figure 1
Study Area Map



Source: Olsson Associates 2013

EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts that either benefit or detract from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

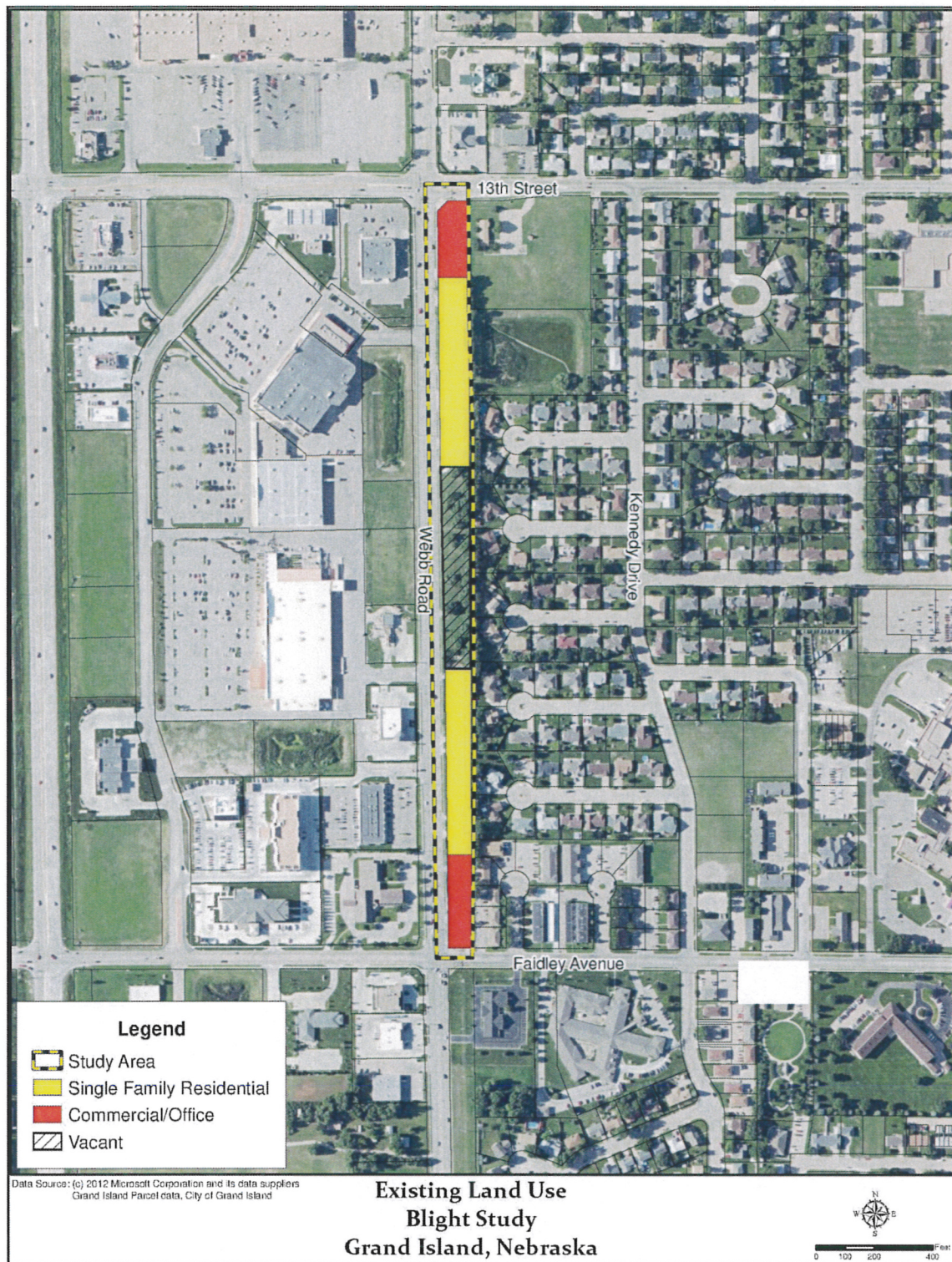
The Study Area is predominately residential uses with 39.9% of land in this use. The remaining 60.1% is either Commercial/office or vacant, public right-of-way and streets.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2013

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	2.72	39.9%	39.9%
Single-family	2.72	39.9%	39.9%
Multi-family	0	0.0%	0.0%
Manufactured Housi	0	0.0%	0.0%
Commercial	1.2	17.6%	17.6%
Industrial	0.00	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	2.9	42.5%	42.5%
Total Developed Land	6.82	100.0%	
Vacant/Agriculture	0		0.0%
Total Area	6.82		100.0%

Source: 2013 Grand Island Blight Study Area 14, Marvin Planning Consultants and Olsson Associates

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the Eligibility Report examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS

There are a number of conditions that were examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are present, other are not.

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of eight structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- Six (75.0%) units were determined to be 40 years of age or older
- The remaining two structures were newer than 40 years.

The age of the structures would be a direct contributing factor.

Sidewalk Conditions

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

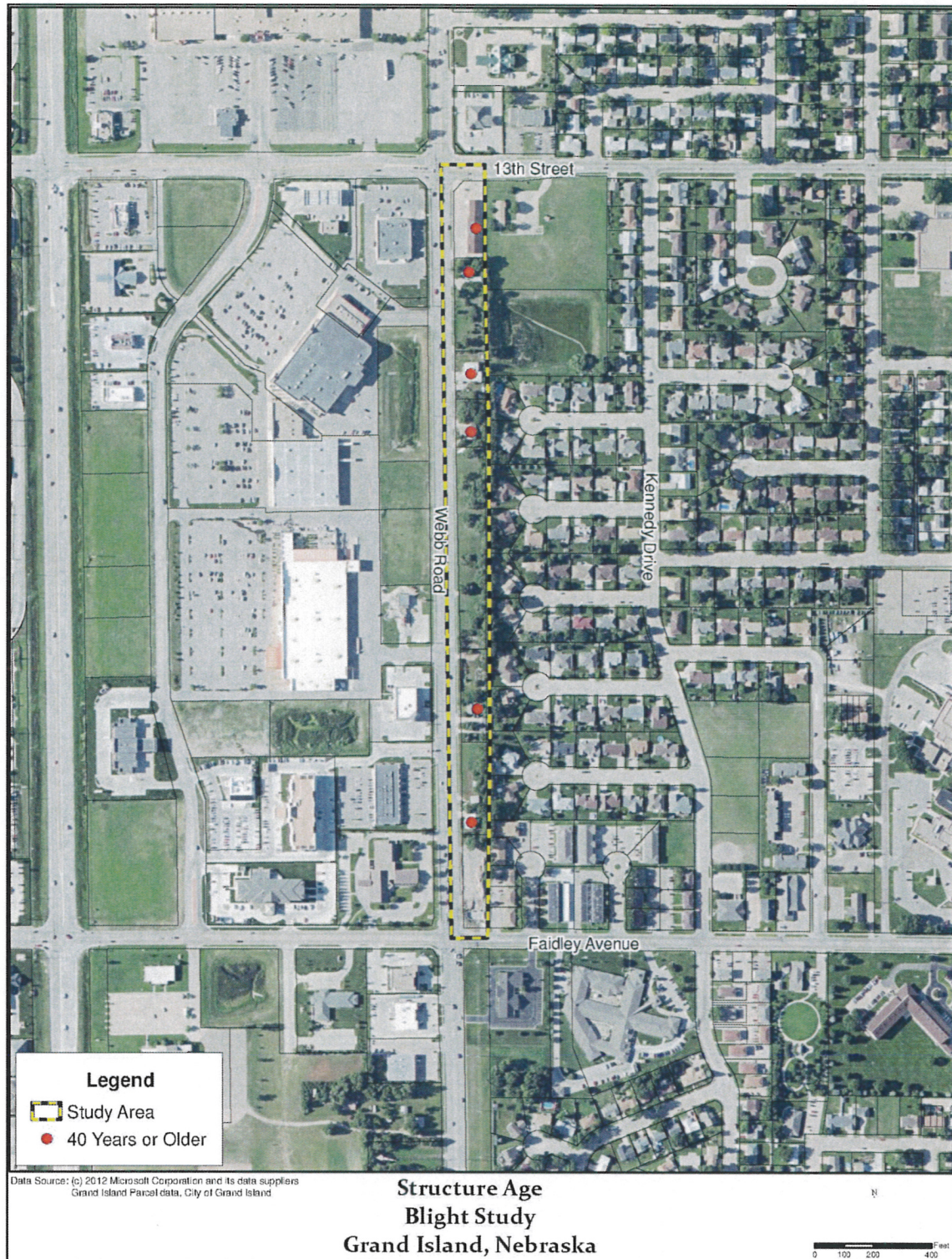
Within the study area there is approximately 2,485 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 243 (9.8%) lineal feet of adequate sidewalk
- 2,242 (90.2%) lineal feet of deteriorating sidewalk
- 0 (0.00%) lineal feet of no sidewalk.
- There was no sidewalk deemed to be dilapidated.

Overall, over 90% of the sidewalks are in a deteriorating state. See Figure 4 for the locations of these sidewalks.

Due to the large amount of deteriorating sidewalk, the sidewalk conditions would be a direct contributing factor.

Figure 3
Unit Age Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

Deterioration of site or other improvements

Throughout this Area, there is a large portion of sidewalk that is deteriorating. This is a major consideration in determining if the area has deteriorated sites or improvements.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

Dangerous conditions to life or property due to fire or other causes

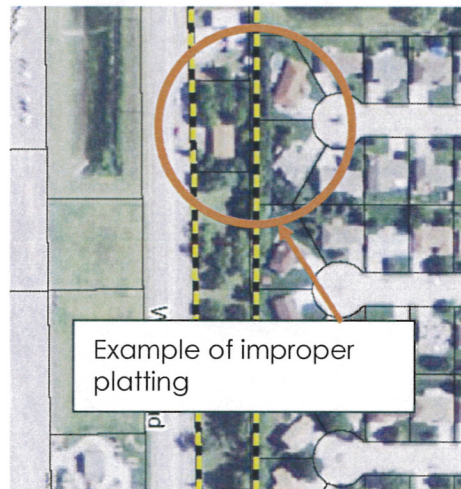
Located within the study area there are a couple of lots that contain a considerable amount of older materials scattered throughout the property. Plus, one vacant lot has brush and debris located throughout the property. Both of these situation are creating conditions that are dangerous to life and/or property.



Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

Improper Platting or Obsolete Platting

The majority of this area was part of rural Grand Island early in its existence. It appears that this was a leftover piece/inaccessible property from a purchasing prospect when the residential subdivision to the east was platted. When these parcels were platted to current sizes and configurations, most lots have a depth of 100 feet (outlots to the west of N. Webb Road are approximately 170 feet in depth). When front yard and rear yard setbacks are applied to these lots it will be difficult to construct any new significant commercial or commercial/office facilities.



These properties, considering they abut residential development of the east and N. Webb Road on the west, will need to be redeveloped in a more creative manner in order to insure adequate screening, access, and on-site movement for any planned commercial or commercial/office use.

Finally, this study is part of a fractional section that runs north and south throughout this part of Grand Island and Hall County.

Based upon the review of the plat of the area, there are sufficient elements present to meet the definition of improper platting or obsolete platting within the Study Area.

Combination of factors which are impairing and/or arresting sound growth

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- Proximity to N. Webb Road and the traffic speeds makes these properties difficult to redevelop individually
- The fact that these lots lie within a truncated/correction section that is approximately 100 feet wide instead of the usual one-mile section.
- Proximity of residential development to the east.
- The lack of traffic access and connectivity to the area east of the study area.
- The inadequate depth of the lots in the study area and the inability for creating larger lots.

- The inability to create a frontage road along N. Webb Road creates future impacts on ingress and egress from the study area.

Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

Diversity of ownership

The eight properties within this study area have six different owners. When the need to redevelop a unique area such as this, it becomes necessary to have as much property under one ownership as possible. The more diverse ownership is, the piecemealed the redevelopment will end up. Future redevelopment of the properties within this area require it be done in concert with one and other.

Based upon the review of the area, there are sufficient elements present to meet the definition of diversity of ownership within the Study Area.

Stable or decreasing population based on the last two decennial censuses

This area as it has been evolving from a more rural residential land use to more of a commercial or commercial/office land use home have been removed and populations have been declining. Currently there is one larger lot that is indicated on the Assessor's web site that it once contained a residential structure.

The decrease in residential structures, the trend of smaller families, and the increasing amount of commercial and/or commercial office within the general vicinity the population of the study area has been stable or decreasing over the past two decennial censuses.

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- **Deterioration of site or other improvements**
 - 90.2% of sidewalk either in a deteriorated state or missing from properties in the area.
- **Dangerous conditions to life or property due to fire or other causes**
 - The amount of clutter/junk present as well as the amount of damaged shrubs and trees provides dangerous conditions.
- **Average age of structures is over 40 years of age**
 - Within the Study Area 75.00% of the structures meet the criteria of 40 years of age or older.
- **Improper Subdivision or obsolete platting**
- **Combination of factors which are impairing and/or arresting sound growth**
 - Proximity to N. Webb Road and the traffic speeds makes these properties difficult to redevelop individually
 - The fact that these lots lie within a truncated/correction section that is approximately 100 feet wide instead of the usual one-mile section.
 - Proximity of residential development to the east.
 - The lack of traffic access and connectivity to the area east of the study area.
 - The inadequate depth of the lots in the study area and the inability for creating larger lots.
 - The inability to create a frontage road along N. Webb Road creates future impacts on ingress and egress from the study area.
- **Diversity of Ownership**
 - Within the Study Area eight properties are owned by six different property owners.

- **Stable or decreasing population based on the last two decennial censuses**
 - This area as it has been evolving from a more rural residential land use to more of a commercial or commercial/office land use home have been removed and populations have been declining.

The other criteria for Blight were not present in the area, these included:

- Substantial number of deteriorated or deteriorating structure
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Unsanitary/Unsafe conditions
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.
- The area has had either stable or decreasing population based on the last two decennial censuses.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Figure 4
Sidewalk Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2013

Substandard Conditions

Average age of the residential or commercial units in the area is at least forty years

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of eight structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 2 (25.00%) units were determined to be less than 40 years of age
- 6 (75.00%) units were determined to be 40 years of age or older

There is a predominance of units 40 years of age or older.

Substandard Summary

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #14

Blight Study Area #14 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Deterioration of site or other improvements
- Dangerous conditions to life or property due to fire or other causes
- Average age of structures is over 40 years of age
- Improper Subdivision or obsolete platting
- Combination of factors which are impairing and/or arresting sound growth
- Diversity of Ownership
- Stable or decreasing population based on the last two decennial censuses

Substandard Conditions

- Average age of the structures in the area is at least forty years



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-1

#2013-286 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #3, 2511 N. Diers Avenue for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 W Hwy 34

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: RaNae Edwards

RESOLUTION 2013-286

WHEREAS, an application was filed by Pump & Pantry, Inc. doing business as Pump & Pantry #3, 2511 N. Diers Avenue for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2013; such publication cost being \$32.35; and

WHEREAS, a public hearing was held on August 27, 2013 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 W Hwy 34 as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-2

#2013-287 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #6, 3355 West Stolley Park Road for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 W Hwy 34

This item relates to the aforementioned Public Hearing item E-2.

Staff Contact: RaNae Edwards

RESOLUTION 2013-287

WHEREAS, an application was filed by Pump & Pantry, Inc. doing business as Pump & Pantry #6, 3355 West Stolley Park Road for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2013; such publication cost being \$32.35; and

WHEREAS, a public hearing was held on August 27, 2013 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 W Hwy 34 as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-3

#2013-288 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #10, 3212 South Locust Street for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 W Hwy 34

This item relates to the aforementioned Public Hearing item E-3.

Staff Contact: RaNae Edwards

RESOLUTION 2013-288

WHEREAS, an application was filed by Pump & Pantry, Inc. doing business as Pump & Pantry #10, 3212 South Locust Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2013; such publication cost being \$32.35; and

WHEREAS, a public hearing was held on August 27, 2013 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 W Hwy 34 as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-4

#2013-289 - Consideration of Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #15, 2028 E. Highway 30 for a Class “D” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 W Hwy 34

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: RaNae Edwards

RESOLUTION 2013-289

WHEREAS, an application was filed by Pump & Pantry, Inc. doing business as Pump & Pantry #15, 2028 E. Highway 30 for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2013; such publication cost being \$32.35; and

WHEREAS, a public hearing was held on August 27, 2013 for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 W Hwy 34 as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2013	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-5

#2013-290 - Consideration of Approving Interlocal Agreement with Hall County Regarding Transit Services

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 27, 2013

Subject: Interlocal Agreement with Hall County to Provide Transit Services within Grand Island

Item #'s: I-5

Presenter(s): Chad Nabity, AICP

Background

In March of 2012, the City of Grand Island was declared a Census Defined Urbanized Area. This designation changes the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island. With this new designation, Section 5307 Urban Transit Funds became available to the City of Grand Island. On September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds. The Governor then approved the request.

Discussion

Since the mid-1970s, Hall County, using Section 5311 Rural Transit Funding, has provided elderly and para-transit services through Senior Citizens Industries Inc. Over the years, this service has evolved into a full-scale, portal-to-portal transit service, providing transportation to all residents of Hall County through a combination of busses and discounted cab vouchers.

Since the new “Urbanized” designation, the City of Grand Island will begin receiving 5307 funds for transportation services, instead of the 5311 funds Hall County was receiving. However, in order for us to plan for and contract with an entity to provide transit services within the City of Grand Island, and in order for the services to continue through this transitional period, the attached Interlocal Agreement is being proposed to you for approval.

This Interlocal Agreement is also being proposed for approval by the Hall County Board of Supervisors.

The agreement would allow Hall County to continue to contract with Senior Citizens Industries Inc. to provide the same level of transit services within the City of Grand Island as they have in the past. The agreement will also allow the City of Grand Island to provide a payment of \$109,526 to Hall County, as shown in the proposed 2013-14 budget in fund 226. The budget shows \$109,526 for 2013-14 fiscal year for Transit Services.

The proposed agreement will end on September 30, 2014, which is the end of the fiscal year for the City of Grand Island. However, it is planned and the State of Nebraska Department of Roads has indicated that funding would continue to be available through the Section 5311 program, and this arrangement could be renewed for at least one and maybe two additional years.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Interlocal Agreement with Hall County as presented

Sample Motion

Move to approve the Interlocal Agreement as presented.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND FOR TRANSIT SERVICE**

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 and §§13-303 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the County to provide transit service for residents of the County and the City to provide the necessary matching funds to the County to provide that service; and

WHEREAS, in March, 2012, the United States Bureau of the Census designated Grand Island and its surrounding area as an Urbanized Area having a population in excess of fifty thousand (50,000) persons; and

WHEREAS, as a result of the aforementioned designation by the U.S. Census Bureau, residents of the Urbanized Area lost access to Section 5311 Rural Transit funds; and

WHEREAS, the State of Nebraska has unexpended Section 5311 Rural Transit funds and will allow those funds to be disbursed to benefit the residents of the Urbanized Area as it transitions to using Section 5307 Urban Transit funds to provide urban transit services; and

WHEREAS, the Parties wish to continue to provide existing transit services until the City can establish urban transit services through the use of Section 5307 funds.

NOW, THEREFORE, the Parties do hereby set forth the terms of their Interlocal Cooperation Agreement for the City to provide matching funds to the County to enable the County to continue to provide transit services as follows:

I.

The duration of this Agreement shall be for 15 months commencing on July 1, 2013 and ending on September 30, 2014.

II.

The County agrees to continue to adhere to Hall County Resolution 13-015 and the terms of its present agreement with Senior Citizens Industries, Inc. for transit services.

III.

The County agrees to provide the matching funds necessary to fund the operations of Hall County Public Transportation for the months of July, August and September of 2013. Thereafter, the County agrees to pay only the cost of service to Hall County patrons outside the city limits of Grand Island.

IV.

The City agrees to pay the County matching funds in the amount of One Hundred Nine Thousand Five Hundred Twenty-Six Dollars (\$109,526.00) that are necessary for the County to continue to receive Section 5311 funds. This amount is understood to include funding for cab tickets and approximately Eleven Thousand Dollars (\$11,000.00) for the annual purchase of a new bus. It is further understood that the \$109,526.00 amount represents matching funds for the fiscal year of the City commencing October 1, 2013 and ending September 30, 2014. The City agrees to provide said matching funds within thirty (30) days of receiving a written request by the County, but no sooner than October 1, 2013.

V.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both the governing bodies of the Parties.

VI.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days notice to the other Party.

COUNTY OF HALL

Date

By _____
Pamela Lancaster, Chairperson
Hall County Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

CITY OF GRAND ISLAND

Date

By

Jay Vavricek, Mayor
City of Grand Island

RaNae Edwards
Grand Island City Clerk

R E S O L U T I O N 2013-290

WHEREAS, Hall County has been providing transit services to all of the citizens of Hall County through and agreement with Senior Citizens Industries Inc. and the State of Nebraska to use Section 5311 Rural Transit Funds within Hall County for almost 40 years; and

WHEREAS, the City of Grand Island, Nebraska has been declared a Census Defined Urbanized Area with a population of more than 50,000 people; and

WHEREAS, funding for transit services in Grand Island will be impacted because of the declaration of Grand Island as a Census Defined Urbanized Area; and

WHEREAS, the City and the County wish to continue to provide transit services to the Citizens who reside within the Census Defined Urbanized Area; and

WHEREAS, the State of Nebraska has made available unallocated funding under the Section 5311 Rural Transit Program that will allow Grand Island residents to continue to avail themselves of transit services in the same manner as has previously been provided within the agreement between Hall County and Senior Citizens Industries Inc. and

WHEREAS, it is in the interest of the Citizens of Grand Island, and the governing bodies of both Grand Island and Hall County for the City to fund transit services in the City through the existing contract between Hall County and Senior Citizen Industries Inc. until such time as the City is ready to authorize a separate contract for the provision of transit services within the City; and

WHEREAS, the City of Grand Island and the Hall County, Nebraska, have indicated an interest in working together to provide transit services in their respective jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND FOR TRANSIT SERVICE, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Agreement for Transit Service on behalf of the City of Grand Island.

- - -

Approved as to Form <input type="checkbox"/>	_____
August 23, 2013	<input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-6

**#2013-291 – Consideration of Approving Bid Award for
Furnishing & Installation of Golf Course Irrigation System**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2013

Subject: Bid Award for Furnishing and Installation of Irrigation System at Jackrabbit Run Golf Course

Item #'s: I-6

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

The irrigation system at Jackrabbit Run Golf Course was installed in 1976. The current system is outdated, inefficient, experiences many failures, and is costly to repair.

During the 2012/2013 budget process, City Council approved replacement of the irrigation system. It was decided that the City would pay for the project initially and the Golf Course Enterprise Fund would pay back the City over a period of 20 years.

In March, four Variable Frequency Drives (VFDs) were installed to the pumping stations at the golf course to help the old system through the summer and to prepare for the planned upgrade. The VFDs cost \$43,599.98. The VFDs project is not included in the 20 year loan.

The plan to update the irrigation system includes a new control system, replacing all sprinkler heads, and connecting underground communication wiring. Once in operation, it is expected that the new system will dramatically cut down on repairs, improve efficiency, and last for years to come.

Discussion

Bids were received from four golf course irrigation companies.

Duininck, Inc., Prinsburg, MN	Rain Bird System	\$492,538
	Toro System	\$500,000
Mid-American Golf, Lees Summit, MO	Rain Bird System	\$530,000
	Toro System	No Bid
Midwest Irrigation, East Dubuque, IL	Rain Bird System	\$528,300

Landscapes Unlimited, Lincoln NE	Toro System	\$534,200
	Rain Bird System	\$698,500
	Toro System	\$710,500

Last year, the estimated cost of the irrigation project was \$470,000. A recent uptick of other golf course renovation projects in Nebraska and nationally is likely the cause of higher pricing. Given current conditions, staff feels the low bid is appropriate and recommends Dunininck, Inc. of Prinsburg, MN to install a Rain Bird irrigation system. Rain Bird is the preferred system of the golf course staff. Duininck has an impressive history installing golf course irrigation projects.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the City Council award the bid for the installation of the Jackrabbit Run Irrigation System to Dunininck, Inc. of Prinsburg, Minnesota.

Sample Motion

Move to approve the installation of the Jackrabbit Run Irrigation System from Dunininck, Inc. for a total of \$492,538.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 14, 2013 at 2:00 p.m.
FOR: Furnishing & Installation of Golf Course Irrigation System
DEPARTMENT: Parks & Recreation
ESTIMATE: \$470,000.00
FUND/ACCOUNT: 51040001-85608
PUBLICATION DATE: July 21, 2013
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Duininck, Inc.</u> Prinsburg, MN	<u>Landscapes Unlimited, LLC</u> Lincoln, NE
Bid Security:	Western Surety Company	Merchants Bonding Co.
Exceptions:	None	None
Bid Price:		
Per Tee:	\$250.00	\$300.00
Per Riser:	\$150.00	\$100.00
Toro:	\$500,000.00	\$710,500.00
Rain Bird:	\$492,538.00	\$698,500.00
Other:	None	\$705,000.00 (Hunter)

Bidder:	<u>Mid-America Golf and Landscape</u> Lees Summit, MO	<u>Midwest Irrigation</u> East Dubuque, IL
Bid Security:	The Guarantee Co. of No. America	The Cincinnati Insurance Co.
Exceptions:	Noted	None
Bid Price:		
Per Tee:	\$100.00	\$117.00
Per Riser:	\$100.00	\$ 34.00
Toro:	No Bid	\$534,200.00
Rain Bird:	\$530,000.00	\$528,300.00
Other:	No Bid	No Bid

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Secretary
Jaye Monter, Finance Director

P1666

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Duininck, Inc. hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course;** and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Four hundred ninety two thousand five hundred thirty eight Dollars \$492,538.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product for **Furnishing and Installation of Irrigation System for the Jackrabbit Run Golf Course.**

page 1 of 2

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved and that the Contractor shall complete the work on or before **November 30, 2013 unless "weather circumstances" prohibit working conditions for furnishing and installation of Irrigation System.** It is understood and agreed that time is the essence of the contract.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor _____

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Mayor

Date _____

Attest: _____

City Clerk

The contract, bonds and insurance are in due form according to law and are hereby approved.

Attorney for the City

Date _____

RESOLUTION 2013-291

WHEREAS, the City of Grand Island invited sealed bids for Furnishing and Installation of a New Irrigation System for Jackrabbit Run Golf Course, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on August 14, 2013, four (4) bids were received, opened and reviewed; and

WHEREAS, Duininck, Inc. from Prinsburg, Minnesota submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$492,538.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Duininck, Inc. from Prinsburg, Minnesota, in the amount of \$492,538.00 for Furnishing and Installation of a New Irrigation System for Jackrabbit Run Golf Course is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2013	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item I-7

#2013-292 - Consideration of Legal Fee Contribution for Analysis of Options Regarding Veterans Home

Staff Contact: Mayor Jay Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: August 27, 2013

Subject: Legal Fee Contribution to Grand Island Chamber of Commerce

Item #'s: I-7

Presenter(s): Mayor Jay Vavricek

Background

The City of Grand Island, Hall County, Grand Island Area Economic Development Corporation and the Grand Island Chamber of Commerce are all members of the Home for Our Heroes Committee. The purpose of this committee was to retain the Nebraska Veteran's Home in the City of Grand Island. After a submittal process and site tours, the State of Nebraska has decided to move the Veterans Home to Kearney, Nebraska.

Discussion

The Chamber of Commerce, on behalf of The Home For Our Heroes Committee, would like to hire the Rembolt Ludtke, LLP law firm from Lincoln, Nebraska to evaluate all legal options available with the intent of retaining the Veteran's Home. Rembolt Ludtke, LLP is proposing a flat fee of \$15,000.00 to provide an evaluation of the governing statutes, regulations and processes.

The Chamber of Commerce is asking that the legal fees be paid by the City of Grand Island, Hall County, the Chamber of Commerce and the Grand Island Area Economic Development Corporation. The City's portion of the legal fees is \$5,000.00.

A constructive community discussion has occurred as a result of the study session held on August 20, 2013 and the community is now more aware of the proposed efforts and future implications.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Resolution 2013-292 authorizing the City of Grand Island to pay \$5,000.00 to the Grand Island Chamber of Commerce for the legal fees of Rembolt Ludtke, LLP.

Sample Motion

Move to approve Resolution 2013-292.

August 13, 2013

Mayor and City Council
City of Grand Island
Post Office Box 1986
Grand Island, Nebraska 68802



Dear Mayor and Councilmembers:

Since the State announced its decision to recommend to the Federal government that the Grand Island Veteran's Home be relocated to Kearney, the GI Home for Heroes Committee has been working diligently to explore various alternatives that would represent the interests of Veterans by retaining the Home in Grand Island.

The Committee has concluded that there are a number of significant legal and regulatory considerations that support the retention of the Home in Grand Island. The Committee believes that these provisions can serve as the basis to affirm Grand Island's position in support of Veterans and their interest in preventing the relocation of the Home.

In order to properly represent this position and serve as an advocate for our Veterans, the Committee believes it is prudent to engage representation for legal services to undertake a thorough examination and full evaluation of the governing statutes, regulations, and processes.

In the last 24 hours, a former Grand Island resident and past board chair of the Chamber, has stepped forward and submitted a proposal to assist Grand Island with this examination and evaluation. Don Dunn with Remboldt Ludtke will provide these same services at a significantly reduced price (\$15,000). Inasmuch as Don has a personal investment in seeing Grand Island be successful in this initiative and the cost savings are significant, we propose to engage Remboldt Ludtke for legal services.

Since the GI Home for Our Heroes Committee is not a legal entity, the Chamber of Commerce will likely be the contracting entity (subject to Chamber Board approval on August 14, 2013). It should be noted that the Chamber is a not-for-profit member organization and is not subsidized by tax dollars. However, we do believe it is appropriate to research and analyze the community's options and have committed to providing the same administrative and management services moving forward as with the proposal process. The Committee has recommended that funding be as follows: County - \$5,000, City - \$5,000, Chamber of Commerce - \$2,500, and Grand Island Area Economic Development Corporation - \$2,500. The contract for legal services is contingent upon funding approval from the aforementioned partners.

If you have any questions, please do not hesitate to contact me.

The Grand Island Area
Chamber of Commerce

309 West Second Street

Post Office Box 1486

Grand Island, NE 68802-1486

Phone 308.382.9210

Fax 308.382.1154

www.gichamber.com

Sincerely,

Cindy K. Johnson

President

**GRANDISLAND AREA ECONOMIC DEVELOPMENT CORPORATION
GRAND ISLAND, NEBRASKA
RESOLUTION
2013-03**

A RESOLUTION OF THE GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION OF GRAND ISLAND, NEBRASKA PERTAINING TO SUPPORTING KEEPING THE NEBRASKA VETERANS HOME IN THIS COMMUNITY.

WHEREAS, the citizens of Grand Island have had a long standing history of support for the military and the service of veterans; and

WHEREAS, in 1887 the Grand Island community purchased and donated 640 acres for the construction of the State's first Veterans Home; and

WHEREAS, the existing Nebraska Veterans Home in Grand Island is proposed for replacement due to age and challenges in meeting current building codes and standards of care; and

WHEREAS, the Grand Island Area Economic Development Corporation has already contributed \$35,000 to the GI Homes for the Heroes committee to help keep the home in Grand Island.

WHEREAS, the Grand Island Area Economic Development Corporation will further contribute \$2,500 to support the legal fund to research what legal action may be available to stop the Grand Island Veteran's Home move.

WHEREAS, the additional \$2,500 will go towards hiring Remboldt Ludtke of Lincoln and its partner, Don Dunn, a former Grand Island attorney. .


NOW, THEREFORE BE IT RESOLVED BY THE GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF GRAND ISLAND, NEBRASKA that:

1. It supports the GI Home for the Heroes Committee and the research to be done by Don Dunn of Rembolt Ludtke in Lincoln, Nebraska as he researches what legal action may be available to stop the Grand Island Veteran's Home from moving to Kearney.
2. It further supports the research by contributing \$2,500.

Passed and approved on this 22nd day of August, 2013.

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION OF
THE CITY OF GRAND ISLAND,
NEBRASKA

ATTEST:


Tom Gdowski, Secretary

By: 
Ann Martin, Chairman of the Board

HALL COUNTY BOARD OF SUPERVISORS MEETING AUGUST 13, 2013

The Hall County Board of Supervisors convened August 13, 2013 by published call in the County Board meeting room, 121 South Pine, Grand Island.

CALL TO ORDER - The meeting was called to order by Chairman Pamela Lancaster.

INVOCATION - Invocation was given by Scott Arnold.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was given in unison.

ROLL CALL - Present on roll call were, Scott Arnold, Pamela Lancaster, Bob McFarland, Dan Purdy, Gary Quandt, Steve Schuppan and David Ziola. Also present was Deputy County Attorney Jack Zitterkopf and Board Assistant Stacey Ruzicka.

NOTICE OF OPEN MEETING LAW – Chairman Pamela Lancaster read the notice of open meeting law.

REQUEST TO RESERVE TIME – Chairman Lancaster stated that if anyone from the audience has a request to reserve time to speak on a specific agenda item, to please come forward at this time. No one responded.

CONSENT AGENDA – Purdy made a motion and Quandt seconded to approve the following by consent agenda:

1. Placed on file the minutes of the July 30, 2013 meeting
2. 6 Authorized the Chair to sign Amendment #8 for Aramark operating agreement
3. 8 Accepted the health Insurance committee recommendation to approve and authorize the Chair to sign the agreement with Family Resources for the employee assistance program
4. 10 Approved the special designated liquor license for Zoul Hospitality for Crane Trust to be held 9/28/2013
5. 11 County Treasurer placed on file the report of all unpaid real estate taxes and special assessments in Hall County for 2011 and prior years not sold at public tax sale
6. 11b Approved Resolution #13-058 for the 5 year county tax sales
7. 11c Approved Resolution #13-059 for additional collateral of US Bank Corp for \$1,000,000.00
8. 12 County Clerk – approved Resolution #13-060 for collateral with Wells Fargo Bank for \$165,000.00
9. 13 Approved and authorized the Chair to sign the letter of support for the Hall County Housing Authority for a low income housing project
10. 14 Approved the appointment of Donald Deitemeyer to the Stuhr Museum Operating Board
11. 15 Placed on file the tort claim of Stacey Monk
12. 17 Approved the bi weekly pay claims
13. 18 Placed on file the office reports from County Attorney Statistical Report, Register of Deeds, County Clerk, Hall & Howard County Juvenile Diversion, County Sheriff June report, County Sheriff Quarterly Report
14. 19 Placed on file the Hall County Treasurer's miscellaneous receipts
15. 20 Placed on file communications
16. 23 Set bid opening for 2013-2014 asphalt maintenance overlays on September 10th at 10:30 a.m.

Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

Judy Sandstrom, 1605 Stagecoach Road, with Family Resources thanked the board for the opportunity to offer the employee assistance program to the county employees. She stated that they will address employees have a long standing relationship with another provider.

9:05 a.m. Held a Board of Equalization meeting

9:20 a.m. Returned to the regular meeting

PUBLIC PARTICIPATION – Chairman Lancaster called for public participation and no one responded.

County Attorney no items listed.

9. DISCUSS AND APPROVE SUPPORT FOR RETAINING THE VETERANS HOME IN GRAND ISLAND- Lancaster stated that the community has done everything they can locally but there are question about the legalities of moving the home. She noted comments from 1887. They are proposing to retain legal counsel to look at the legislation and other issues and discussed using the \$10,000.00 from keno or other dollars to help with the legal counsel.

Mr. Schuppan stated that they are in the process of the selection of a legal firm. Mr. Moyer has been involved in the process of keeping the veterans where they are. He stated that he did not fight in the Battle of The Bulge to have this taken away. The firm is not a local firm so they would have an objective look at this issue. When they come back with an opinion it will be made public.

Mr. Quandt stated that he serves of the "Home for Hero's" committee and is pleased with the community support. The veteran's now feel like they have a voice. The City of Grand Island, Economic Development, Hall County and the public are all working together. The veteran's will be represented. Mr. Shuda has been asked to step back on this issue he does not provide the benefit he helps them fill out the paperwork.

Mr. Schuppan stated that he is in favor of getting the legal opinion.

Mr. Ziola stated that the home is in his district and he will support the retention but we need the outside opinion.

Ziola made a motion and McFarland seconded to set aside \$10,000.00 of keno funds for the retention of the veterans home.

Ms. Lancaster stated that she would like to have the legal opinion from Mr. Zitterkopf if this can be "community betterment". Mr. Zitterkopf stated that he does not feel this should be classified as community betterment and Stacey Ruzicka also expressed concern and was of the same opinion.

Discussion was held and Ziola amended his motion and McFarland seconded to use inheritance tax dollars and not keno dollars.

Mr. Quandt expressed concern that this is community betterment and Mr. Arnold stated it is important to not use tax dollars for this.

The vote on the motion was held. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

9:30 A.M. Held a Board of Corrections Meeting

9:40 A.M. Returned to the regular meeting.

16 EXECUTIVE SESSION PERFORMANCE EVALUATION – Ziola made a motion and Quandt seconded to go into executive session. This executive session is to prevent needles harm or injury to an individual. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

9:40 a.m. held a 5 minute break to clear the room for the executive session.

9:46 a.m. Quandt made a motion and Ziola seconded to go out of executive session. No other subjects were discussed and no action was taken. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

Ziola made a motion and Quandt seconded to authorize the personnel committee to present the evaluation to the employee. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

COMMITTEE OR BOARD MEMBER REPORTS - McFarland stated that the held a facilities committee meeting yesterday and discussed the floor covering for the foyer and the hallway in the courthouse annex. The hallway will be carpeted.

Schuppan stated that the Road Department has had a lot of meetings.

Mr. Quandt asked if he could be allowed to wear the T shirt supporting the retention of the Nebraska Veteran's Home. Mr. Huber designed the shirt and he is a voice for the people at the Veterans Home. The shirts are for sale at the Vet's Club.

Ms. Lancaster stated she attended the meeting at CAAP and has 3 copies of the reports. One is the long term monitoring of the subservice injections and she also noted how they managed all of the contamination that was found years ago. She credited Chuck Carpenter for addressing the health issues in this area and how he did research regarding this. The Army then had to take ownership of these issues. One of the reports notes how the location of the feed lot assisted in the decontamination of the plume. She also noted that there were no records of where the explosives were buried so they used remote controlled equipment to detect the buried explosives.

Mr. Schuppan asked if the mining process has been completed because the NRD project was stopped because of the clean up. Ms Lancaster stated that is just about done and they expect the report this month.

7 10:00 a.m. PUBLIC HEARING E 911 SURCHARGE SERVICE COSTS - Quandt made a motion and Ziola seconded to open the public hearing regarding the 911 surcharge. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no.

Motion carried.

Emergency Management Director Jon Rosenlund was present and stated that in May they received a letter from Charter that they would not be paying the E 911 fees to Hall County because of a concern that VOIT telephone customers did not have to pay the surcharge. Discussion was held on the type of exchanges and if the surcharge should be paid.

Mr. Zitterkopf stated that this is not a new surcharge and in fact in July of 2002 a resolution was passed that is very similar to the one today but it addressed landlines. As phone service became more wireless the statutes were changed 2007. This resolution reflects statute change. The state keeps the wireless surcharge. Mr. Rosenlund stated that there are state statutes and local resolution that address the surcharges.

Mr. Arnold stated that the old statutes described the telephone exchanges and they were changed to address the cell phones. It is important that VOIT should be included in the resolution so they can eliminate any argument of a loop hole. This needs to be done because Charter is holding 3 months of revenue.

Ziola made a motion and Quandt seconded to close the public hearing. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

CONSIDERATION AND POSSIBLE APPROVAL OF A RESOLUTION ESTABLISHING THE RATE OF THE SERVICE SURCHARGE FOR 911 SERVICE COSTS FOR HALL COUNTY, NEBRASKA. – Ziola made a motion and Quandt seconded to approve Resolution #13 - 057 for E-911 rate of the surcharge. Arnold, Lancaster, McFarland, Purdy, Quandt, Schuppan and Ziola all voted yes and none voted no. Motion carried.

Board Assistant Stacy Ruzicka asked if anyone else will be attending the Central District meeting. Dave Ziola is the only one that has let her know.

NEW OR UNFINISHED BUSINESS – Chairman Lancaster called for new or unfinished business. The inventories were distributed to the Supervisors and they are due back to the County Clerk before September 10th.

Meeting adjourned at 10:20 a.m. The next meeting will be August 27, 2013 at 9:00 am.

Marla J. Conley Hall County Clerk



August 22, 2013

Mayor Jay Vavricek and City Councilmembers
City of Grand Island
Post Office Box 1986
Grand Island, NE 68802

Dear Mayor Vavricek and Councilmembers:

RE: Grand Island Area Chamber of Commerce Financial
Contribution for Legal Services in Regards to the Veterans Home

At the August 14, 2013 meeting of the Board of Directors for the Grand Island Area Chamber of Commerce, the Board voted unanimously to contribute financially toward contracting for legal services to:

- Research, analyze and evaluate existing Nebraska law governing veterans homes, the authority of the Governor and Department of Administrative Services and the selection process utilized in the recent award of a site;
- Provide in -depth research into the history of the statute placing the veterans' home in Grand Island;
- Provide in-depth research into the authority of first class cities to offer special concessions in pricing for local government provided services.

A motion was made, seconded and approved to support the request of the GI Home for Our Heroes Committee in an amount proportionate to the participation of the City, County and EDC, but no greater than \$5,000. It was requested that it be noted that the Grand Island Chamber of Commerce supported the efforts of GI Home for Our Heroes on behalf of not only the veterans but the entire community. The Chamber also agreed to serve as the contracting entity with the selected law firm.

The Grand Island Area
Chamber of Commerce

309 West Second Street
Post Office Box 1486

Grand Island, NE 68802-1486

Phone 308.382.9210

Fax 308.382.1154

www.gichamber.com

Sincerely,

Cindy K. Johnson
President

RESOLUTION 2013-292

WHEREAS, veterans today and generations before have served honorably with bravery, courage and dedication to support the freedom of this land and community; and

WHEREAS, this community made possible 640 acres of land as the home of the Grand Island Veterans Home, which, in the estimation of many in our community, became “hallowed ground” with approval of state statute LB247 on March 4, 1887; and

WHEREAS, efforts to move the Grand Island Veterans Home to Kearney cast aside with little or no regard the pioneer spirit, generosity, initiative and 126 years of service from our community; and

WHEREAS, a recent state wide request for community offerings supporting a new Central Nebraska Veterans Home used a proposal process that remains in doubt, a process that did not take into account proximity of adjacent and available resources such as the Veterans Hospital, camaraderie of the membership of veterans’ organizations, land readily available for member access and residency, nor did it solicit suitable involvement from members or employees of the Grand Island Veterans Home, or conduct a public hearing to ascertain facts; and

WHEREAS, based on the unprecedented show of support at the August 20th city council meeting and public comments made at that time; and

WHEREAS, the City of Grand Island, Hall County, Grand Island Area Economic Development Corporation and the Grand Island Area Chamber of Commerce have representatives serving as members of the Home for Our Heroes Committee; and

WHEREAS, the City, County, Economic Development Corporation and Chamber of Commerce along with the entire Grand Island area community have an interest in retaining the Grand Island Veterans Home and will be affected by the loss of that Home; and

WHEREAS, the Chamber of Commerce plans to engage Donald L. Dunn of the law firm of Rembolt Ludtke, LLP to analyze the legal situation regarding the decision to move the Home, to analyze the legal options available to retain the Home in Grand Island, and to offer advice to the Home for Our Heroes Committee regarding the legal situation and available options regarding the State’s decision to relocate the Home; and

WHEREAS, the total fee for Mr. Dunn’s and Rembolt Ludtke’s services is \$15,000.00 with Hall County contributing \$5,000, Economic Development Corporation contributing \$2,500 and Chamber of Commerce contributing \$2,500; and

WHEREAS, at the request of The Home For Our Heroes Committee, the City of Grand Island is contributing \$5,000.00 to assist it in paying Mr. Dunn and Rembolt Ludtke only to research, analyze and evaluate matters concerning the Veterans Home relocation recommendation; and

Approved as to Form	by _____
August 23, 2013	City Attorney

WHEREAS, the following council acknowledgements are also made: since federal funding of the project would benefit veterans regardless of the Home's location, federal funding is essential and will be supported; a reasonable and respectful dialogue is expected; other actions, including the possibility of state-wide legislative action, may be warranted; timely communication of research will be extended to the council through the Mayor; and if future financial assistance is needed to address this community concern, any action is dependent upon council approval with the hope the same four community partners would participate in a similar manner as this initial effort.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to disburse \$5,000.00 to the Grand Island Area Chamber of Commerce to assist it in retaining the professional services of Donald L. Dunn and Rembolt Ludtke, LLP and for paying the fee for those services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of August 14, 2013 through August 27, 2013 in the amount of \$5,469,111.64. A MOTION is in order.

Staff Contact: Jaye Monter



City of Grand Island

Tuesday, August 27, 2013

Council Session

Item X-1

Strategy Session with Respect to Real Estate Purchase

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert Sivick